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RICHd. STOTT & SON
Solicitors.
ROCHDALE

PRECEDENTS

IN

CONVEYANCING,

Settled and Approved

BY

GILBERT HORSMAN,
Late of *Lincoln's Inn*, Esq;

AND OTHER

EMINENT COUNSEL.

In TWO VOLUMES,

With proper TABLES.

VOLUME the SECOND.

The THIRD EDITION.

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PRECEDENTS

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THIS Indenture quadrupartite, made the ſecond Day of *September* in the Year of our Lord 1734. and in the eighth Year of the Reign of our Sovereign Lord *George* the Second, *&c.* between *Abel Alkin* of *Bitton* in the County of *Cardigan*, Gent. and *Dorothy Alkin* and *Eſther Alkin*, Spinſters, the only Daughters and Iſſue of the ſaid *Abel Alkin* by *Dorothy* his late Wife (formerly *Dorothy Dent)* deceaſed, of the firſt Part; *Fulk Foot*, Citizen and Glover of *London*, Brother and Heir of *George Foot*, late of *London*, Gent. deceaſed, who was the ſurviving Truſtee named in the Settlement made on the Marriage of the ſaid *Abel Alkin* with the ſaid *Dorothy* his late Wife, for ſupporting and preſerving the contingent Uſes and Eſtates thereby limited, of the ſecond Part; *Humphrey Harris* of *Lincoln's Inn* in the County of *Middleſex*, Eſq; and *James Alkin*, Citizen and Glover of *London*, of the third Part; and *Charles Carr*, Citizen and Grocer of *London*, of the fourth Part. Whereas by Force and Virtue of the Indenture of Settlement made previous and in order to the Marriage of the ſaid *Abel Alkin* with the ſaid *Dorothy* his late Wife, dated on or about the tenth Day of *July* which was in the Year of our Lord 1699, the Meſſuages, Lands, Tenements, Tithes and Hereditaments herein after granted and releaſed, or mentioned ſo to be, do now ſtand ſettled and limited to the Uſe of the ſaid *Abel Alkin* for the Term of ninety-nine Years, if he ſo long live, without Impeachment of Waſte, with Remainder to the ſaid *Fulk Foot* and his Heirs, during the natural Life of the ſaid *Abel Alkin*, in Truſt to ſupport and preſerve their contingent Uſes and Eſtates in and by the ſaid Settlement thereof limited, with Remainder to Truſtees therein named, for the Term of three hundred Years, upon the Truſts therein mentioned concerning the ſame Term (and which cannot now ariſe or take Effect) with Remainder to the ſaid *Dorothy Alkin* and *Eſther Alkin*, as Tenants in Common in Tail General, with Remainder to the Heirs of the Body of the ſaid *Abel Alkin* by the ſaid *Dorothy* his late Wife, with the Remainder in

The Parties.

The Marriage Settlement of one of the now Grantors (the Lady's Father) recited, whereby the Lands, *&c.* were ſettled on him for a Term determinable with his Life.

Remainder to the two other Grantors (his Daughters) in Tail, as Tenants in Common, one of them being the intended Wife.

The intended Marriage recited.

in Fee to the ſaid *Abel Alkin* and his Heirs. And whereas a Marriage is intended by the Grace of God to be ſhortly had and ſolemnized between the ſaid *Charles Carr* and the ſaid *Eſther Alkin:*

The Conſideration, the Marriage, the Agreement of the intended Huſband, the Docking the Entail, and ſettling the Eſtates.

Now this Indenture witneſſeth, That for and in Conſideration of the ſaid intended Marriage, and of the Covenant and Agreement herein after contained on the Part of the ſaid *Charles Carr*, and for Docking and Barring the aforeſaid Eſtates-Tail, and all other Eſtates-Tail, and all Reverſions and Remainders thereupon expectant or depending of and in the ſaid Meſſuages, Lands, Tenements, Tithes and Hereditaments herein after granted and releaſed, every or any Part thereof; and for Settling and Aſſuring the ſame Meſſuages, Lands, Tenements, Tithes and Hereditaments, with their Appurtenances, to the Uſes, upon the Truſts, and under and ſubject to the Proviſo and Agreements herein after limited, expreſſed and declared of and concerning the ſame reſpectively; and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain*, to the ſaid *Abel Alkin*, *Dorothy Alkin*, *Eſther Alkin* and *Fulk Foot*, in Hand paid by the ſaid *Humphrey Harris* and *James Alkin*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, the ſaid *Fulk Foot*, at the Requeſt, and by the Direction and Appointment of the ſaid *Abel Alkin*, *Dorothy Alkin* and *Eſther Alkin* (teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents) and alſo they the ſaid *Abel Alkin*, *Dorothy Alkin* and *Eſther Alkin* have, and each and every of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Humphrey Harris* and *James Alkin*, their Heirs and Aſſigns, All that Meſſuage or Tenement with the Appurtenances, now or heretofore called *Kinnall*, ſituate and being in *Loke* in the County of *Montgomery*, ſome time heretofore the Eſtate of *Nathaniel North*, with the Pightles and Cloſes on the Back-ſide thereof, which were heretofore *Otty*'s; and alſo all thoſe Parcels of Land and Ground lying and being in the ſeveral Pariſhes of *Pepes*, *Quenn* and *Reynes*, ſome or one of them, in the ſaid County of *Montgomery*, and next herein after mentioned; (that is to ſay) three Acres of Land by *Sam*'s Mead, and two Acres of Land in *Reynes* Field on the Weſt Side of the Highway, and the Land ſome time of *Titus Tail* of *Uns* Field, and one Acre in *Wam* Mead abutting upon *Montgomery* Mead, and all thoſe five Acres of *Xandale* Valley, and a Mead-Plot adjoining to *Yar* Cloſe, and one Piece of Land containing by Eſtimation one Acre in *Zell* Mead, be the ſame more or leſs, by *Axton* Field, and one Piece of Land containing by Eſtimation one Acre, in the ſame Field, ſome time Mr. *Brown*'s, and all that Mead called *Cleden* Mead, and all that Cloſe called *Dyle*'s Cloſe, over againſt the Vicarage-Houſe towards the North, and all thoſe four Acres of Land in *Enden* Field, ſome time in the Occupation of *Felix Fiſh* [*Here follow more Parcels*;] and alſo all the Tithes of Corn and Grain now or ſome time appertaining, incident or belonging to the Rectory or Parſonage of *Pepes* in the ſaid County of *Montgomery*, throughout the whole Pariſh of *Pepes* aforeſaid, and all that Cloſe or Parcel of Arable or Paſture Ground containing by Eſtimation four Acres, lying and being in the ſaid Pariſh of *Pepes*, heretofore purchaſed of one *Guy Gill*, and abutting upon the Highway Weſt [*Here follow more Parcels*;] All which ſaid Meſſuages, Lands, Hereditaments and Premiſſes, now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of *Hugh Hall*, *John Jell* and the ſaid *Abel Alkin*, or ſome of them, their or ſome of their Aſſigns, Leſſees or Under-Tenants; and all Houſes, Out-Houſes, Barns, Stables, Edifices, Buildings, Commons, Common of Paſture, Woods, Underwoods, Hedges, Hedgerows, Ditches, Fences, Ways, Paſſages, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid Meſſuages, Lands, Tithes, Hereditaments and Premiſſes, hereby or mentioned to be hereby granted and releaſed, every or any Part thereof belonging or appertaining, or therewith or with any Part thereof uſed, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof; and alſo all other the Freehold Meſſuages, Lands, Tenements, Tithes and Hereditaments whatſoever of the ſaid *Abel Alkin*, *Dorothy Alkin* and *Eſther Alkin*, every or any of them, whereof or wherein they or any of them, or any Perſon or Perſons in Truſt for them or any of them, is or are ſeiſed of any Eſtate of Freehold and Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in the ſeveral Pariſhes of *Pepes*, *Quenn*,

The Truſtee, and Father and Daughters grant and releaſe.

The Parcels.

General Words,

Quenn, *Yar*, *Reynes* and *Loke* aforeſaid, every or any of them, in the ſaid County of *Montgomery*, with their and every of their Appurtenances (all which ſaid Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby or mentioned to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Humphrey Harris* and *James Alkin*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Abel Alkin*, *Dorothy Alkin* and *Eſther Alkin*, and *Fulk Foot*, for the Term of one whole Year, in Conſideration of 5*s.* to them paid by the ſaid *Humphrey Harris* and *James Alkin*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Abel Alkin*, *Dorothy Alkin*, *Eſther Alkin* and *Fulk Foot*, and of each and every or any of them, of, in, to or out of the ſaid hereby granted and releaſed Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, every or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Humphrey Harris* and *James Alkin*, their Heirs and Aſſigns for ever; to the Uſe and Behoof of the ſaid *Abel Alkin*, *Dorothy Alkin* and *Eſther Alkin*, and their Heirs, until the ſaid intended Marriage ſhall be had and ſolemnized: And from and after the Solemnization thereof, then to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after limited, expreſſed and declared of and concerning the ſame reſpectively; that is to ſay, To the Uſe and Behoof of the ſaid *Abel Alkin* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; And from and after his Deceaſe, then as to, for and concerning one full Moiety or Half Part of all the ſaid hereby or mentioned to be hereby granted and releaſed Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, to the Uſe and Behoof of the ſaid *Dorothy Alkin*, and of the Heirs of her Body lawfully iſſuing; And for Default of ſuch Heirs, then to the Uſe and Behoof of the ſaid *Eſther Alkin*, and of the Heirs of her Body lawfully iſſuing; And for Default of ſuch Heirs, then to the Uſe and Behoof of the ſaid *Abel Alkin*, and of his Heirs and Aſſigns for ever. And as to, for and concerning the other Moiety or Half Part of all the ſame Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, to the Uſe and Behoof of the ſaid *Eſther Alkin* and her Aſſigns, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waſte; And from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Humphrey Harris* and *James Alkin*, and their Heirs, during the natural Life of the ſaid *Eſther Alkin*, in Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *Eſther Alkin* and her Aſſigns during her natural Life to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit. And from and after the Deceaſe of the ſaid *Eſther Alkin*, then (in caſe the ſaid *Charles Carr* her intended Huſband ſhall her ſurvive, having had Iſſue by her one or more Child or Children born alive, and not otherwiſe) to the Uſe and Behoof of him the ſaid *Charles Carr* and his Aſſigns, for and during the Term of his natural Life. And from and after the Determination of the ſeveral Uſes and Eſtates herein before limited, and as the ſame ſhall reſpectively end and determine, then to the Uſe and Behoof of all and every ſuch one or more of the Children of the ſaid *Charles Carr* on the Body of the ſaid *Eſther* his intended Wife to be begotten, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, and with and under ſuch Reſtrictions and Limitations, and in ſuch Manner and Form, with or without Power of Revocation, as they the ſaid *Charles Carr* and *Eſther* his intended Wife ſhall at any Time or Times during their Joint Lives, by any Deed or Deeds, Writing or Writings under both their

Bargain, &c. for a Year mentioned.

Habendum.

To the Uſe of the Grantors till the Marriage.

Then to the Uſe of the Huſband for Life, *ſans* Waſte.

Then, as to a Moiety, to the Uſe of the eldeſt Daughter (one of the Grantors) in Tail;

Remainder to the Uſe of the other Daughter (who is the other Grantor, and the intended Wife) in Tail;

Remainder to the Father in Fee.

And as to the other Moiety, to the Uſe of the intended Wife for Life, *ſans* Waſte;

Then to Truſtees, to ſupport, &c.

Then (if the Huſband ſurvive her, having had Iſſue born alive) to his Uſe for Life;

Remainder to the Uſe of all the Children of the Marriage, in Proportions, &c. as Huſband and Wife ſhall appoint.

Hands and Seals, atteſted by two or more credible Witneſſes, direct, limit or appoint. And in Default of ſuch Direction, Limitation and Appointment, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, and as to ſuch Part or Parts of the ſame Moiety and Premiſſes whereof no ſuch Direction, Limitation or Appointment ſhall be made, then as the Survivor of them the ſaid *Charles Carr* and *Eſther* his intended Wife ſhall at any Time or Times during his or her Life, by any Deed or Deeds, or Writing or Writings under his or her Hand and Seal, atteſted by three or more credible Witneſſes, or by his or her Laſt Will and Teſtament in Writing, to be by him or her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, direct, limit, give or appoint the ſame. And in Default of all ſuch Direction, Limitation, Gift and Appointment as aforeſaid, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, and as to ſuch Part or Parts of the ſame Moiety and Premiſſes whereof no ſuch Direction, Limitation, Gift or Appointment as aforeſaid ſhall be made, to the Uſe and Behoof of the firſt Son of the ſaid *Charles Carr* on the Body of the ſaid *Eſther* his intended Wife to be begotten, and of the Heirs of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons of the ſaid *Charles Carr* on the Body of the ſaid *Eſther* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs of his Body iſſuing being always preferred, and to take before the Younger of ſuch Son and Sons, and the Heirs of his and their Body or Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of all and every the Daughter and Daughters of the ſaid *Charles Carr* on the Body of the ſaid *Eſther* his intended Wife to be begotten, to be equally divided between them (if more than one) Share and Share alike, to take as Tenants in Common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing; And in caſe one or more of ſuch Daughters ſhall happen to die without Iſſue of her or their Body or Bodies, then as to the Share or Shares of her or them ſo dying without Iſſue, to the Uſe and Behoof of the Survivors or Survivor, or others or other of them, to be equally divided between them (if more than one) Share and Share alike, to take as Tenants in Common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors or Survivor, or others or other of them lawfully iſſuing; And in caſe all ſuch Daughters but one ſhall happen to die without Iſſue of their Bodies, or if there ſhall be but one ſuch Daughter, then to the Uſe and Behoof of ſuch ſurviving or only Daughter, and of the Heirs of her Body lawfully iſſuing; And for Default of all ſuch Iſſue, then to the Uſe and Behoof of the Heirs of the Body of her the ſaid *Eſther Alkin* lawfully iſſuing; And for Default of ſuch Heirs, then to the Uſe and Behoof of the ſaid *Dorothy Alkin*, and of the Heirs of her Body lawfully iſſuing; And for Default of all ſuch Heirs, then to the Uſe and Behoof of the ſaid *Abel Alkin*, and of his Heirs and Aſſigns for ever. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Abel Alkin*, *Dorothy Alkin* and *Charles Carr*, and *Eſther Alkin* his intended Wife, reſpectively, as and when they ſhall reſpectively come into and be in the actual Poſſeſſion of the ſaid Meſſuages, Lands, Tithes, Hereditaments and Premiſſes, or any Part or Parts thereof, by Virtue of theſe Preſents, and of the Uſes and Limitations herein before contained, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſame Premiſſes, or ſuch Part or Parts thereof whereof they ſhall be then in the actual Poſſeſſion as aforeſaid, or any Part or Parts thereof, unto any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof reſpectively, the moſt and beſt improved yearly Rent that can reaſonably be had or obtained for the ſame, without taking any Sum or

In Default thereof,

as the Survivor ſhall appoint.

In Default thereof,

to the Uſe of the firſt and other Sons ſucceſſively in Tail General;

Remainder to the Daughters as Tenants in Common in Tail General,

with Croſs Remainders between them.

Remainder to the Heirs of the Body of the Wife;

Remainder to other Siſter in Tail General;

Remainder to the Father in Fee.

A Leaſing Power given to the Parties in Poſſeſſion,

with Reſtrictions as to the Term, Poſſeſſion, improved Rent,

Sums of Money, or other Thing by Way of Fine or Income, for or in Reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every of ſuch Leaſe there be reſerved and contained a Clauſe of Re-entry, for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe and Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes, any Thing herein contained to the contrary notwithſtanding. And in Conſideration of the ſaid intended Marriage, and for other the Conſiderations, Ends and Purpoſes aforeſaid, the ſaid *Abel Alkin*, *Dorothy Alkin* and *Eſther Alkin*, do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, covenant, promiſe and grant, to and with the ſaid *Humphrey Harris* and *James Alkin*, their Heirs, Executors and Adminiſtrators, that they the ſaid *Abel Alkin*, *Dorothy Alkin* and *Eſther Alkin*, ſhall and will as of *Trinity* Term now laſt paſt, or before the End of *Michaelmas* Term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines upon Conuzance of Right, as that, *&c.* whereupon Proclamations ſhall and may be had and made, according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Humphrey Harris* and *James Alkin*, and the Heirs of one of them, of all the ſaid Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be levied and acknowledged, and all and every other Fine and Fines, Common Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, levied, acknowledged, executed or ſuffered, or hereafter to be had, made, levied, acknowledged, executed or ſuffered of the ſame Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended, to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents to be and enure, and the Conuſee and Conuſees in the ſaid Fine or Fines named or to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſame Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, and of every Part thereof, with their Appurtenances, to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſo and Agreements herein before limited, expreſſed and declared of and concerning the ſame reſpectively, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. And the ſaid *Abel Alkin*, *Dorothy Alkin* and *Eſther Alkin* do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, farther covenant, promiſe, grant and agree, to and with the ſaid *Humphrey Harris* and *James Alkin*, their Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, That all and every the ſaid Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, with their Appurtenances, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the Proviſo and Agreements herein before limited, expreſſed and declared of and concerning the ſame reſpectively; and ſhall and may be peaceably and quietly had, held and enjoyed accordingly, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by them the ſaid *Abel Alkin*, *Dorothy Alkin* and *Eſther Alkin*, or any of them, their or any of their Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for them, or any of them, or from, by or under *Abel Alkin* deceaſed, late Father of the ſaid *Abel Alkin*, Party hereto, or any of the Anceſtors of him the ſame *Abel Alkin*; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid

no Fine, not *ſans* Waſte, Re-entry for Non-payment. Leſſees to execute Counterparts.

The Grantors covenant to levy a Fine,

to enure to the Uſes of this Settlement.

The Grantor covenant for quiet Enjoyment,

againſt any claiming under them, or a certain Anceſtor,

free from Incumbrances,

Abel Alkin Party hereto, *Dorothy Alkin* and *Eſther Alkin* reſpectively, or their reſpective Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Entails, Eſtate, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by them the ſaid *Abel Alkin* Party hereto, *Dorothy Alkin*, *Eſther Alkin* and *Abel Alkin* deceaſed, or any of them, their or any of their Heirs or Aſſigns, or any other of the Anceſtors of the ſaid *Abel Alkin* Party hereto, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for them or any of them. And moreover, that they the ſaid *Abel Alkin* Party hereto, *Dorothy Alkin* and *Eſther Alkin* reſpectively, and their reſpective Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſame Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them reſpectively, or from, by or under the ſaid *Abel Alkin* deceaſed, or any other of the Anceſtors of the ſaid *Abel Alkin* Party hereto, ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *Humphrey Harris* and *James Alkin*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, but at the Coſts and Charges of the ſaid *Abel Alkin* Party hereto, *Dorothy Alkin*, and *Charles Carr* and *Eſther* his intended Wife, or ſome or one of them, or their or ſome one of their Heirs, Executors or Adminiſtrators, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all ſuch farther and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the farther, better, more perfect and abſolute Granting, Conveying, Settling and Aſſuring of the ſame Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the Proviſo and Agreements herein before limited, expreſſed and declared of and concerning the ſame reſpectively, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Humphrey Harris* and *James Alkin*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, or their or either or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his, her or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch farther Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And for the Conſiderations aforeſaid, the ſaid *Abel Alkin* Party hereto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, farther covenant, promiſe, grant and agree, to and with the ſaid *Humphrey Harris* and *James Alkin*, their Heirs, Executors and Adminiſtrators, that he the ſame *Abel Alkin* ſhall and will ſome Time during his natural Life, at his own Coſts and Charges, ſurrender, or cauſe to be ſurrendered into the Hands of the Lord of the Manor of *Kennor* in the ſaid County of *Montgomery*, according to the Cuſtom of the ſame Manor, all that Copyhold or Cuſtomary Tenement or Cottage with the Appurtenances, in *Loke* aforeſaid, to the Uſe and Behoof of himſelf the ſaid *Abel Alkin* Party hereto, for the Term of his natural Life; and from and after his Deceaſe, to the Uſe and Behoof of the ſaid *Dorothy Alkin* and *Eſther Alkin* his Daughters, equally to be divided between them, Share and Share alike, as Tenants in Common and not as Joint-Tenants, and of their ſeveral and reſpective Heirs and Aſſigns for ever; or otherwiſe, that the ſame *Abel Alkin* ſhall and will, at the Time of his Deceaſe, leave, or permit and ſuffer the ſaid Copyhold Tenement or Cottage, with the Appurtenances, to deſcend and come unto and betwixt the ſaid two Daughters, as his Heirs at Law, according to the Cuſtom of the aforeſaid Manor. And the ſaid *Fulk Foot* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the

and for farther Aſſurances.

The Father covenants to ſurrender a Copyhold to the Uſe of himſelf for Life; Remainder to his Daughters as Tenants in Common, in Fee; or to permit it to deſcend to them.

the ſaid *Humphrey Harris* and *James Alkin*, their Heirs, Executors and Adminiſtrators, that he the ſaid *Fulk Foot* hath not heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes herein before granted and releaſed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred, in Title, Charge, Eſtate, or otherwiſe howſoever. And this Indenture farther witneſſeth, That in Conſideration of the ſaid intended Marriage, and of the Settlement and Proviſion herein before made, or mentioned or intended to be made upon and for the ſaid *Charles Carr* and *Eſther* his intended Wife, and the Children and Iſſue between them to be begotten, and for making ſome Proviſion on the Part of the ſaid *Charles Carr*, for the better Support and Maintenance of the ſaid *Eſther Alkin* his intended Wife, and the Children and Iſſue between them to be begotten, the ſaid *Charles Carr* doth hereby for himſelf his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Abel Alkin* Party hereto, and *James Alkin*, their Executors and Adminiſtrators, in Manner following; that is to ſay, That in Caſe (after the ſaid intended Marriage had) the ſaid *Eſther Alkin*, or any Child or Children of her Body by the ſaid *Charles Carr* her intended Huſband to be begotten, ſhall be living at the Time of his Deceaſe, or afterwards born alive, then and in ſuch Caſe all and every the Perſonal Eſtate whereof he the ſaid *Charles Carr* ſhall be poſſeſſed, or whereto he ſhall be intitled at Law or in Equity at the Time of his Deceaſe, ſhall (with Reſpect to, and for the Benefit of her the ſaid *Eſther Alkin*, and ſuch Child or Children as aforeſaid) be ſubject to, and be diſtributed and diſtributable according to the ancient and laudable Cuſtom of the City of *London*; and that notwithſtanding the late Act of Parliament made and paſſed in the eleventh Year of the Reign of his late Majeſty King *George* the Firſt [intitled, An Act for regulating Elections within the City of *London*, and for preſerving the Peace, Good Order and Government of the ſaid City] or any Matter, Clauſe or Thing therein contained, the ſaid ancient and laudable Cuſtom of the ſaid City of *London*, ſhall, with Reſpect to the ſaid Perſonal Eſtate of him the ſaid *Charles Carr*, be revived and take Place, that ſhe the ſaid *Eſther Alkin*, and the Child or Children of the ſaid intended Marriage, and each and every of them ſhall reſpectively be intitled unto, and have, claim, receive, take and enjoy, to and for her and their own reſpective Uſe and Benefit, ſuch and the like Parts, Shares and Proportions, of and in the ſaid Perſonal Eſtate of him the ſaid *Charles Carr*, as ſhe and they reſpectively ſhould and would have been intitled unto, or might have claimed, received, taken or enjoyed, as the Widow, and Child or Children of a Freeman of the ſaid City of *London*, by Virtue of the ſaid ancient Cuſtom of the ſame City, as fully and effectually, to all Intents and Purpoſes, as if the ſaid late Act of Parliament had never been made or paſſed. In Witneſs, *&c.*

The Truſtee in the former Settlement covenants that he hath not done any Thing to incumber.

The intended Huſband covenants,

that if the Wife, or a Child, *&c.* be living at his Death,

his Perſonal Eſtate ſhall go among them, according to the Cuſtom of *London*, notwithſtanding Statute 11 Geo. 1.

N° 7.

A Marriage-Settlement, in which the whole Portion, given by a Grandfather, and Father deceaſed, and a living Grandmother, is paid to Truſtees, to purchaſe Lands, to be ſettled to the Uſes, &c. *in this Settlement. Grant of Parcels by Variety of Deſcriptions, to make a Tenant to the* Præcipes. *Covenant for two Recoveries: Their Uſes declared. Several Terms created for Pin-Money, Jointure, Portions,* &c. *for younger Children, or Daughters, if no Son (theſe three laſt in one); and Leaſing Powers, with a View to Building-Leaſes. Proviſions about the Money and Truſtees.* N. B. *No Limitations to Son.*

THIS Indenture quadrupartite, made the eighth Day of *November Anno Domini* 1732. and in the ſixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, &c. between *Arthur Allen* of, *&c.* Eſq; ſecond and youngeſt Son of *Bryan Allen* of, *&c.* Eſq; by *Cecilia Allen* his late Wife, both deceaſed, and Grandſon of *Diana Deal* late of,

The Parties.

of, &c. (late Mother of the ſaid *Cecilia Allen)* alſo deceaſed, of the firſt Part; *Bryan Allen* of, &c. (elder Brother of the ſaid *Arthur Allen)* and *Edward Eades* of, &c. Eſq; of the ſecond Part; *Francis Eades* of, &c. Eſq; (younger Brother of the ſaid *Edward Eades)* and *Gilbert Gill* of *Hinton* in the County of *Kent*, Eſq; of the third Part; and *Lucy Lant* of, &c. Widow, and *Mark Moor* of, &c. Eſq; (two of the acting Executors of *Nahum Lant* of, &c. Eſq; deceaſed, and which ſaid *Mark Moor* is alſo ſurviving Executor of the Laſt Will and Teſtament of *Edward Eades* of, &c. Eſq; alſo deceaſed) and *Olivia Eades*, Grand-Daughter of the ſaid *Lucy Lant*, and one of the Daughters of the ſaid *Edward Eades*, deceaſed, and one of the Siſters of the ſaid *Edward Eades* Party hereto, and *Francis Eades*, of the fourth Part. Whereas a Marriage is intended to be ſhortly had and ſolemnized between the ſaid *Arthur Allen* and the ſaid *Olivia Eades*; And whereas the ſaid *Olivia Eades* is intitled to the Sum of 15000*l.* of lawful Money of *Great Britain*, out of the Perſonal Eſtate of the ſaid *Nahum Lant*, being a Legacy by him bequeathed to her in and by his Laſt Will and Teſtament, to be paid to her at her Age of eighteen Years or Day of Marriage, which ſhould firſt happen; and the ſaid *Olivia Eades* is likewiſe intitled to the Sum of 9000*l.* of like Money, out of the Eſtate of the ſaid *Edward Eades* deceaſed, her late Father, by Virtue of or under his Laſt Will and Teſtament, or by Survivorſhip or otherwiſe. And whereas in Proſpect and Conſideration of the ſaid intended Marriage, and in Conſideration of the Settlement and Proviſion herein after made and agreed to be made, upon and for the ſaid *Olivia Eades*, and the younger Children and Daughters of the ſaid intended Marriage, in Manner herein after expreſſed (the eldeſt Son for the Time being of the ſaid *Arthur Allen* being already otherwiſe amply provided for) ſhe the ſaid *Lucy Lant* hath agreed, by and out of her own Monies and Eſtate, to advance and give with the ſaid *Olivia Eades* the Sum of 16000*l.* of like Money, in order to compleat and make up the ſaid two ſeveral Sums of 15000*l.* and 9000*l.* (to which the ſaid *Olivia Eades* is intitled as aforeſaid) the full Sum of 40000*l.* as and for her Marriage-Portion. And whereas it hath been agreed by and between the ſaid *Lucy Lant*, *Arthur Allen* and *Olivia Eades*, that the ſaid three ſeveral Sums of 15000*l.* 9000*l.* and 16000*l.* ſhould be paid into the Hands of the ſaid *Francis Eades* and *Gilbert Gill*, upon the Truſts, and for the Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame: Now this Indenture witneſſeth, That in Conſideration of the ſaid intended Marriage, and of the Sum of 15000*l.* of lawful Money of *Great Britain* (Part of the Perſonal Eſtate of the ſaid *Nahum Lant)* by the ſaid *Lucy Lant* and *Mark Moor* (in full for the ſaid Legacy of 15000*l.* bequeathed to the ſaid *Olivia Eades* by the ſaid *Nahum Lant* as aforeſaid) and of the Sum of 9000*l.* of like Money by the ſaid *Mark Moor* (in full for the ſaid Sum of 9000*l.* to which the ſaid *Olivia Eades* is intitled out of the Eſtate of the ſaid *Edward Eades*, deceaſed, as aforeſaid) and of the Sum of 16000*l.* of like Money, by the ſaid *Lucy Lant* (out of her own Monies and Eſtate) unto the ſaid *Francis Eades* and *Gilbert Gill*, all in Hand well and truly paid at or before the Enſealing and Delivery of theſe Preſents, with the Privity and Conſent of the ſaid *Arthur Allen* and *Olivia Eades* (teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents) to be by them the ſaid *Francis Eades* and *Gilbert Gill* applied and diſpoſed of, upon the Truſts and for the Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame; the Receipt and Payment of which ſaid ſeveral Sums of 15000*l.* 9000*l.* and 16000*l.* accordingly (making together the ſaid Sum of 40000*l.* the Marriage-Portion of the ſaid *Olivia Eades)* they the ſaid *Francis Eades* and *Gilbert Gill* do hereby acknowledge, and thereof and of every Part thereof they the ſaid *Arthur Allen* and *Olivia Eades* do, and each of them doth acquit, releaſe and diſcharge the ſaid *Lucy Lant* and *Mark Moor* reſpectively, and their reſpective Heirs, Executors and Adminiſtrators, and the Heirs, Executors and Adminiſtrators of the ſaid *Nahum Lant*, deceaſed, and *Edward Eades*, deceaſed, reſpectively for ever; and for making a Proviſion and Settlement by way of Rent-charge upon and for the ſaid *Olivia Eades* for her Life, for her Jointure, in caſe (after the ſaid intended Marriage) ſhe ſhall happen to ſurvive the ſaid *Arthur Allen* her intended Huſband; and for making ſome Proviſion for the Portions and Maintenance of the younger Children and Daughters of the ſaid intended Marriage, and alſo

The intended Marriage recited.

And that the Lady is intitled to a certain Sum under her Grandfather's Will, and to another Sum out of her Father's Eſtate.

And that her Grandmother has agreed to give a farther Sum.

And that it has been agreed that the whole Portion be paid to Truſtees, upon Truſts after declared.

In Conſideration of the Marriage, and of the ſeveral Sums making the Portion,

and for making a Jointure by way of Rent-charge, and for providing Portions and Maintenances for younger Children, &c.

alſo ſome Proviſion for the ſeparate Uſe of the ſaid *Olivia Eades*, during the Joint Lives of her and the ſaid *Arthur Allen* her intended Huſband; and for Docking and Barring all Eſtates Tail, and all Reverſions and Remainders thereupon expectant or depending, of and in the Hundred, Manors, Rectory, Advowſons, Meſſuages, Docks, Buildings, Lands, Tenements, Wood-Grounds and Hereditaments, herein after granted and releaſed, or mentioned ſo to be, or any of them, and for Settling, Limiting and Aſſuring the ſame, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame. And for and in Conſideration of the Sum of 10*s.* of like Money, to the ſaid *Arthur Allen* in hand paid by the ſaid *Francis Eades* and *Gilbert Gill*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Arthur Allen* had granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Francis Eades* and *Gilbert Gill*, their Heirs and Aſſigns, All that the Hundred of *Parrow*, lying and being in *Parrow*, or elſewhere, in the County of *Rutland*; and all that the Manor of *Parrow*, with its Rights, Royalties, Members and Appurtenances in *Parrow* aforeſaid, or elſewhere in the ſame County; and all that the Rectory and Parſonage Impropriate of *Parrow* in the ſame County, together with the Advowſon, Donation, and free Diſpoſition and Right of Patronage and Preſentation, of, in and to the Vicarage of *Parrow* aforeſaid; and alſo all thoſe the Manors of *Sandford*, *Tedford*, and *Villard*, with their reſpective Rights, Royalties, Members and Appurtenances in *Parrow* aforeſaid, or elſewhere in the ſaid County of *Rutland*; and alſo all that the Manor of *Wendon*, with the Rights, Royalties, Members and Appurtenances thereof, in *Wendon*, or elſewhere in the ſame County; and all thoſe the Advowſons, Donations, free Diſpoſitions and Rights of Patronage and Preſentation, of, in and to the Churches of *Wendon* and *Yarton* in the ſame County; and all Meſſuages, Farms, Demeſne Lands, Lands, Grounds, Meadows, Paſtures, Tithes and Hereditaments whatſoever, to the ſaid Hundred, Manors, Rectory and Premiſſes, every or any of them belonging or appertaining, or with them or any of them uſed or enjoyed, or reputed, taken or known, as Part, Parcel or Member of them, or any of them; all which ſaid Farms, Lands, Grounds, Hereditaments and Premiſſes, contain together in the whole by eſtimation nine thouſand Acres, more or leſs, and now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of *Zacheus Zouch*, *Abel Archer*, *Bruen Bray*, and *Cyril Coe* [*Here the Names of more Tenants*] and of him the ſaid *Arthur Allen*, or ſome of them, their or ſome of their Aſſigns, Leſſees or Under-Tenants, or ſome other Perſon or Perſons, as Tenant or Tenants of him the ſaid *Arthur Allen*, at and under ſeveral yearly Rents, amounting together in the whole to the yearly Sum of 2100 *l.* or thereabouts; all which ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, are ſituate, lying and being, ariſing, coming, growing, happening or renewing in or within the ſeveral Towns, Pariſhes, Fields, Precincts or Territories of *Parrow*, *Sandford*, *Tedford*, *Villard*, *Wendon* and *Yarton*, and ſome or one of them in the ſaid County of *Rutland*, or in ſome other Pariſh or Pariſhes to them or ſome of them near or adjoining; and alſo all thoſe Coppices, Woods and Wood-Grounds, with their Appurtenances, lying and being in *Sandford*, *Tedford* and *Parrow* aforeſaid, ſome or one of them, containing together in the whole by Eſtimation one thouſand Acres, more or leſs, and now in the Tenure or Occupation of him the ſaid *Arthur Allen*, his Aſſigns, Leſſees or Under-Tenants; and all Timber-Trees and other Trees, Woods and Underwoods, ſtanding, growing or being, or to ſtand, grow or be, in or upon the ſame Wood-Grounds, every or any of them; and alſo all Meſſuages, Buildings, Gardens, Orchards, Lands, Meadows, Paſtures, Commons, Waſtes, Waſte-Grounds, Tithes, Trees, Woods, Underwoods, Rents, Reverſions, Services, Courts, Perquiſites and Profits of Courts, Views of Frankpledge, Reliefs, Eſcheats, Heriots, Fines, Amercements, Goods and Chattels of Felons and Fugitives, Felons of themſelves, and outlawed Perſons, Deodands and Waifs, Eſtrays, Mines, Quarries, and all other Rights, Royalties, Juriſdictions, Preheminences, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid Hundred, Manors, Rectory,

and for barring Eſtates-Tail, and ſettling, &c.

the Huſband grants Releaſes, &c. to Truſtees.

The Parcels.

More Parcels.

General Words.

Rectory, Meſſuages, Farms, Lands, Tenements, Tithes, Wood-Grounds, Hereditaments and Premiſſes, every or any of them belonging or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them, or any of them; all which ſaid Hundred, Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes, were lately purchaſed at the Requeſt and with the Approbation of the ſaid *Arthur Allen*, by and in the Name of the ſaid *Gilbert Gill* his Guardian, of and from the ſaid *Bryan Allen*, his elder Brother, for the Sum of 70000 *l.* Part of the Perſonal Eſtate late of the ſaid *Diana Deal*, and the Produce thereof, and were immediately thereafter ſettled, conveyed and limited by the ſaid *Gilbert Gill*, to the Uſe of the ſaid *Arthur Allen* and the Heirs of his Body, with Remainders over, purſuant to and according to the Directions of the ſaid *Diana Deal*, in and by her laſt Will and Teſtament in that Behalf expreſſed and contained; and alſo all other the Manors, Meſſuages, Farms, Lands, Tenements, Wood-Grounds, and Hereditaments whatſoever, late of the ſaid *Bryan Allen*, and now of him the ſaid *Arthur Allen*, ſituate, lying or being in the ſaid ſeveral Towns, Pariſhes or Places herein before named, in the ſaid County of *Rutland*, every or any of them, or elſewhere in the ſame County, with their and every of their Rights, Privileges, Members and Appurtenances; and alſo all that the Manor or Farm called by the Name of the Manor of *Denton*'s, with the Rights, Royalties, Liberties, Privileges and Appurtenances thereof, or thereunto belonging or appertaining, or therewith uſed or enjoyed, in *Eden* or elſewhere in the County of *Flint*, and all Meſſuages, Lands, Tenements, Rents and Hereditaments whatſoever, to the ſame Manor or Farm belonging or appertaining, or therewith uſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof; and alſo all that Slip of Ground, with the Appurtenances, called or known by the Name of *Denton*'s, containing by Eſtimation ten Acres, more or leſs, lying and being in *Ganden*, in the ſaid County of *Flint*, and ſome time heretofore in the Tenure of *Hector Harris*, his Aſſigns, Leſſees, or Under-Tenants; with ſaid Manor or Farm, Meſſuages, Lands, Hereditaments and Premiſſes in the ſaid County of *Flint*, were purchaſed by the ſaid *Diana Deal*, to her and her Heirs, of and from *John Joy*, Eſq; in the Year of our Lord 1699, and were by her, in and by her ſaid Laſt Will and Teſtament, directed to be ſettled (among other Lands and Hereditaments, upon or to the Uſe of the ſaid *Arthur Allen* and the Heirs of his Body, with Remainders over, and were lately ſo ſettled accordingly by the ſaid *Gilbert Gill* the ſurviving Truſtee in the ſaid Will named) and now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of *Kenelm Keate*, *Lewis Lane*, *Mary Moor* and *Olimpia Owen*, and the ſaid *Arthur Allen*, or ſome of them, their or ſome of their Aſſigns, Leſſees or Under-Tenants, or ſome other Perſon or Perſons, as Tenant or Tenants to him the ſaid *Arthur Allen*, at and under ſeveral yearly Rents, amounting together to the yearly Sum of 300 *l.* or thereabouts, over and above the yearly Quit-Rents of the ſaid laſt mentioned Manor, amounting together to the yearly Sum of 1 *l.* 10 *s.* 6 *d.* or thereabouts; and alſo all other the Meſſuages, Farms, Lands, Grounds and Hereditaments whatſoever; late of the ſaid *Diana Deal*, and now of him the ſaid *Arthur Allen*, or whereof or wherein he or any Perſon or Perſons in Truſt for him, is or are ſeiſed of any Eſtate or Freehold or Inheritance, in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in *Eden* and *Ganden* aforeſaid, or either of them, with their and every of their Appurtenances; and alſo all that Piece or Parcel of Ground lying and being in the Pariſh of *Penton* in the ſaid County of *Flint*, containing in all by Eſtimation ſixty Acres, more or leſs, abutting Eaſt upon *Quendon*'s Hill, South upon Land or Ground ſome time heretofore in the Occupation of *Richard Rich*, Shipwright, North and Weſt upon a Place or Way called *Rendon Lane*, and alſo ſuch Foreland and Ozier-Ground now or late or heretofore to the ſame Piece or Parcel of Ground belonging, or therewith uſed, letten or enjoyed, as lieth near *Quendon*'s Hill; and alſo all that or thoſe now or late Meſſuage or Tenement and Mill, and the Lands and Grounds therewith, now or late or heretofore uſed or enjoyed in *Penton* aforeſaid, as the ſame were late or ſome time heretofore in the Tenure or Occupation of *Simon Strut*, and all that Meſſuage or Tenement there late or heretofore in the Tenure or Occupation of *Titus Treby*, Part of which ſaid ſixty Acres of Ground hath ſome

More Parcels.

General Words.

time ſince been converted into a Wet-Dock, for the Benefit of Shipping, and other Part thereof into one or more Rope-Yard or Rope-Yards, and one or more Yard or Yards for Shipwrights, and one or more Dry-Dock or Dry-Docks, and ſeveral other Conveniencies and Accommodations for the Benefit of the ſaid Dock; and upon other Part of the ſaid laſt mentioned Piece or Parcel of Ground, and upon the Ground and Soil where the ſaid laſt mentioned Meſſuages and Mill heretofore ſtood, or upon ſome Part thereof are now erected, built, ſtanding and being divers Meſſuages, Tenements or Dwelling-Houſes, Shops, Warehouſes, Storehouſes, and other Erections and Buildings; and other Part of the laſt mentioned Piece or Parcel of Ground and Premiſſes hath been converted into divers Yards and Gardens, now held and enjoyed by the ſeveral Tenants of the ſaid ſeveral Meſſuages and Buildings, or ſome of them; and alſo all and every the Meſſuages, Tenements or Dwelling-Houſes, Shops, Sheds, Storehouſes, Warehouſes, and other Edifices, Erections and Buildings, erected, built, ſtanding or being in or upon the ſaid laſt mentioned Piece or Parcel of Ground and Premiſſes, every or any Part thereof, and alſo the ſaid Wet-Dock, Rope-Yards and Shipwright-yards, and the Gateway and Water-Gates, and all Docks, Launches, Yards, Wharfs, Cranes, and other Conveniencies and Appurtenances whatſoever thereunto belonging or appertaining, or therewith uſed or enjoyed, and alſo all Yards, Gardens, Orchards, Ways, Waters, Water-Courſes, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever, to the ſaid Piece or Parcel of Ground, Meſſuages, Dwelling-Houſes, Buildings, Wet-Dock, Yards, Hereditaments, and other the ſaid laſt mentioned Premiſſes, every or any Part thereof, belonging or in any wiſe appertaining, or therewith or with any Part thereof uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member thereof, which ſaid Wet-Dock, and Rope-Yard or Rope-Yards, and Parts of the ſaid laſt mentioned Premiſſes, with their reſpective Appurtenances, are now held and enjoyed by *Valentine Veal* and *Walter Wayne*, or their Agents or Aſſigns, at and under the yearly Rent of 700 *l.* and the ſaid ſeveral Meſſuages or Dwelling-Houſes, and the Reſidue of the ſaid Ground, and other the ſaid laſt mentioned Premiſſes, now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of *Zacharias Zell*, *Auſtin Aſtry*, and *Barnard Ball*, or ſome of them, their or ſome of their Aſſigns, Leſſees or Under-Tenants, or of ſome other Perſon or Perſons, as Tenant or Tenants to him the ſaid *Arthur Allen*, at and under ſeveral yearly Rents (many whereof are Ground-Rents, amounting together to the yearly Sum of 200 *l.* or thereabouts) all which ſaid Meſſuages, Buildings, Wet-Dock, Ground, Hereditaments and Premiſſes in *Penton* aforeſaid, were purchaſed by the ſaid *Diana Deal*, to her and her Heirs, of and from the ſaid *Bryan Allen* deceaſed, and the ſaid *Cecilia Allen* then his Wife, by Indentures of Leaſe and Releaſe, bearing Date reſpectively the firſt and ſecond Days of *October* 1704, and Fine thereupon levied, and were by her in and by her laſt Will and Teſtament directed to be ſettled (among other Lands and Hereditaments, upon or to the Uſe of the ſaid *Arthur Allen* and the Heirs of his Body, with Remainders over) and were lately ſo ſettled accordingly by the ſaid *Gilbert Gill*, the ſaid ſurviving Truſtee, in the ſaid Will named; and alſo all other the Freehold Meſſuages, Buildings, Docks, Wharfs, Ground, and Hereditaments whatſoever, late of the ſaid *Diana Deal*, and now of him the ſaid *Arthur Allen*, or whereof or within he, or any Perſon or Perſons in Truſt for him, is or are ſeiſed, of any Eſtate of Freehold or Inheritance, in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in *Penton* aforeſaid, in the ſaid County of *Flint*, with their and every of their Appurtenances (all which ſaid Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, are now in the actual Poſſeſſion of the ſaid *Francis Eades* and *Gilbert Gill*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Arthur Allen*, for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Francis Eades* and *Gilbert Gill*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part thereof; and alſo all the Eſtate, Right,

Bargain, &c. for a Year mentioned.

Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Arthur Allen*, of, in, to or out of the ſaid Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments, and all and ſingular other the Premiſſes, hereby, or mentioned to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Francis Eades* and *Gilbert Gill*, their Heirs and Aſſigns, to the Uſe and Behoof of them the ſaid *Francis Eades* and *Gilbert Gill*, and of their Heirs and Aſſigns; to the Intent and Purpoſe, that by Virtue of theſe Preſents they the ſaid *Francis Eades* and *Gilbert Gill* may be perfect Tenants of the Freehold of the ſame Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, to the End that ſeveral good and perfect Common Recoveries may be thereby had and ſuffered, in ſuch Manner as is herein after mentioned. For which Purpoſe it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *Bryan Allen* and *Edward Eades*, or the Survivor of them, at the Coſts and Charges of the ſaid *Arthur Allen*, before the End of *Michaelmas* Term now next enſuing, to ſue forth and proſecute out of his Majeſty's High Court of Chancery two ſeveral Writs of Entry *ſur Diſſeiſin en le Poſt*, returnable and to be returned before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, thereby reſpectively demanding, by apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions, the ſame Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, againſt the ſaid *Francis Eades* and *Gilbert Gill*, or the Survivor of them; to which ſaid Writs of Entry they the ſaid *Francis Eades* and *Gilbert Gill*, or the Survivor of them, ſhall appear *gratis* in their or his own proper Perſons or Perſon, or by their or his Attorney or Attornies thereto lawfully authorized, and vouch over to Warranty the ſaid *Arthur Allen*, who ſhall alſo *gratis* appear in his own proper Perſon, or by his Attorney or Attornies thereto lawfully authorized, and enter into the Warranty, and vouch over to Warranty the Common Vouchee of the ſame Court, who ſhall alſo appear, and after Imparlance make Default, ſo as Judgment ſhall and may be thereupon had and given for the ſaid *Bryan Allen* and *Edward Eades*, or the ſurvivor of them, to recover the ſame Hundred, Manors, Rectory, Advowſons, Meſſuages, Farms, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, againſt the ſaid *Francis Eades* and *Gilbert Gill*, or the Survivor of them, and for them or the Survivor of them to recover in Value againſt the ſaid *Arthur Allen*, and for him the ſaid *Arthur Allen* to recover in Value againſt the ſaid Common Vouchee; and that Execution ſhall and may be thereupon had and awarded accordingly, and all and every other Act and Thing done and executed, needful and requiſite for the ſuffering and perfecting ſuch Common Recoveries, with Vouchees as aforeſaid. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That from and after the ſuffering and perfecting of the ſaid Common Recoveries ſo as aforeſaid, or in any other Manner, or at any other Time or Times to be ſuffered, as well theſe Preſents, and the Conveyance and Aſſurance hereby made, as alſo the ſaid Common Recoveries, and all and every other Common Recovery and Recoveries, Fines, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed, of the ſame Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, or any of them or any Part thereof, by or between the ſaid Parties to theſe Preſents or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and the Recoveror or Recoverors in the ſaid Recoveries named or to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſame Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments

Habendum

to the Grantees, &c.

to make them Tenants of the Freehold,

that Common Recoveries may be ſuffered, as after mentioned.

The Manner directed.

The Uſes of the Recoveries declared.

ditaments and Premiſſes, and every of them, and of every Part and Parcel thereof, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after limited, expreſſed and declared of and concerning the ſame; that is to ſay, To the Uſe and Behoof of the ſaid *Arthur Allen* and his Heirs, until the ſaid intended Marriage ſhall be had and ſolemnized (if not ſolemnized before the perfecting the ſaid Common Recoveries.) And from and after the Solemnization of the ſaid intended Marriage, and perfecting the ſaid Common Recoveries, then to the Uſe and Behoof of the ſaid *Bryan Allen* and *Edward Eades*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of two hundred Years from thence next enſuing, and fully to be compleat and ended, if they the ſaid *Arthur Allen* and the ſaid *Olivia Eades* ſhall both of them ſo long jointly live, upon the Truſts, and ſubject to the Proviſos and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame Term. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of two hundred Years, determinable as aforeſaid, and ſubject thereto, and to the Truſts thereof, to the Uſe and Behoof of the ſaid *Arthur Allen* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte. And from and immediately after his Deceaſe, then to the Uſe, Intent and Purpoſe, that the ſaid *Olivia Eades* his intended Wife (in caſe ſhe ſhall him ſurvive) ſhall and may Yearly and every Year, during the Term of her natural Life, have, receive and take thereout, one Annuity, yearly Rent or Sum of 4000 *l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe; the ſame Annuity or yearly Rent to be in full for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all and every or any the Manors, Meſſuages, Lands, or Hereditaments, whereof or wherein the ſaid *Arthur Allen* her intended Huſband now is, or at any Time hereafter during the Coverture between them ſhall be ſeiſed of any Eſtate of Freehold and Inheritance; and which ſaid Annuity, yearly Rent or Sum of 4000 *l.* ſhall be paid and payable to her the ſaid *Olivia Eades* and her Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, at the four moſt uſual Feaſts or Days of Payment in the Year; that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord Chriſt, by even and equal Portions; the firſt Payment thereof to begin and be made on ſuch of the ſaid Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the ſaid *Arthur Allen*. And to this farther Uſe, Intent and Purpoſe, That in caſe the ſaid Annuity, yearly Rent or Sum of 4000 *l.* or any Part thereof, ſhall be behind or unpaid by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Olivia Eades* and her Aſſigns, into and upon all and every the ſaid Hundred, Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, or into and upon any Part thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to diſpoſe thereof according to due Courſe of Law, until ſhe or they ſhall of the ſaid Annuity, yearly Rent or Sum of 4000 *l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times in that Behalf afore-mentioned, be fully ſatisfied and paid. Provided always, That in caſe the ſaid Annuity, yearly Rent or Sum of 4000 *l.* or any Part thereof, ſhall happen to be behind or unpaid by the Space of forty Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *Olivia Eades* and her Aſſigns, into and upon all and every the ſaid Hundred, Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, or into and upon any Part or Parts thereof, in the Name of the whole, to enter, and the ſame to have, hold, poſſeſs and enjoy, and to receive and take the Rents and

To the Huſband in Fee, till the Marriage.

Then to Truſtees for a Term, if Huſband and Wife ſo long live,

upon Truſts after declared.

Then ſubject to the Term to the Uſe of the Huſband for Life, *ſans Waſte*;

Then to the Uſe that the Wife may have a certain Rent, free of Taxes,

for her Jointure, and in Bar of Dower,

payable Quarterly.

On Non-payment within certain Days, Power to diſtrain, &c.

And on Non-payment by a farther Day, Power to enter and enjoy,

until Payment, with Charges.

and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall be thereby and therewith, or otherwiſe fully ſatisfied and paid the ſaid Annuity, yearly Rent or Sum of 4000 *l.* and all Arrears thereof, and alſo ſo much and ſuch Part thereof as ſhall incur and grow due during the Time of ſuch her Entry and Poſſeſſion, together with ſuch Coſts, Charges, Damages and Expences as ſhall be occaſioned by Non-payment of the ſaid Annuity, yearly Rent or Sum, at the Days and Times herein before for that Purpoſe appointed.

Then to Truſtees for another Term, *ſans* Waſte,

And as to the ſaid Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes (ſubject to the ſaid Term of two hundred Years, determinable as aforeſaid, and the Truſt thereof, and to the ſaid Annuity, yearly Rent or Sum of 4000 *l.* and ſuch Remedies for the ſame as aforeſaid) from and immediately after the Deceaſe of the ſaid *Arthur Allen*, to the Uſe and Behoof of the ſaid *Francis Eades* and *Gilbert Gill*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of one thouſand Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte:

Upon Truſts, &c. after declared.

Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame Term.

Then to the Uſe of the Huſband in Fee.

And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of one thouſand Years, and ſubject thereto and to the Truſts thereof, and alſo ſubject and charged and chargeable as aforeſaid, to the Uſe and Behoof of the ſaid *Arthur Allen*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever.

The Truſts of the firſt Term declared.

And as to, for and concerning the ſaid Term of two hundred Years determinable as aforeſaid, herein before limited to the ſaid *Bryan Allen* and *Edward Eades*, their Executors, Adminiſtrators and Aſſigns, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſame is ſo limited to them, upon the ſeveral Truſts, and to and for the ſeveral Intents and Purpoſes, and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame Term; that is to ſay,

During the Joint-Lives of Huſband and Wife,

Upon Truſt, and to the Intent and Purpoſe that they the ſaid *Bryan Allen* and *Edward Eades*, their Executors, Adminiſtrators and Aſſigns, ſhall and do Yearly and every Year, during the Joint-Lives of the ſaid *Arthur Allen* and the ſaid *Olivia Eades* his intended Wife,

to pay her a certain yearly Sum,

by and out of the Rents, Iſſues and Profits of the ſaid Hundred, Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, in the firſt Place pay, or cauſe to be paid, the yearly Sum of 1000 *l.* of lawful Money of *Great Britain*, free of all Taxes and Deductions, Parliamentary or otherwiſe, on the four moſt uſual Feaſts or Days of Payment in the Year before mentioned, by even and equal Portions, unto ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes as ſhe the ſaid *Olivia Eades*

for her ſeparate Uſe;

ſhall from Time to Time, notwithſtanding her Coverture, by any Note or Writing under her Hand direct or appoint. And in Default of, and until ſuch Direction and Appointment, unto the proper Hands of her the ſaid *Olivia Eades*, for her own ſole and ſeparate Uſe and Benefit; whoſe Receipts under her or their reſpective Hands ſhall from Time to Time, notwithſtanding her Coverture, be ſufficient Diſcharges to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipts ſhall be given; the firſt Payment thereof to begin and be made on ſuch of the ſame Feaſts as ſhall firſt and next happen after the Solemnization of the ſaid intended Marriage.

and to permit the Huſband to take the Overplus Profits.

And upon this farther Truſt, that they the ſaid *Bryan Allen* and *Edward Eades*, or the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Arthur Allen* and his Aſſigns to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes (over and above ſo much thereof as ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid yearly Sum of 1000 *l.* as the ſame ſhall become due and payable, and all Arrears thereof, and all Coſts and Charges attending the Execution of the aforeſaid Truſts of the ſaid Term of two hundred Years, determinable as aforeſaid) to and for his and their own Uſe and Benefit.

The Truſts of the ſecond Term declared.

And as to, for and concerning the ſaid Term of one thouſand Years, herein before limited to the ſaid *Francis Eades* and *Gilbert Gill*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the

ſaid

ſaid Parties to theſe Preſents, that the ſame is ſo to them limited, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, upon Truſt, and to the Intent and Purpoſe, that in caſe the aforeſaid Annuity, yearly Rent or Sum of 4000 *l.* or any Part thereof, ſhall happen to be behind and unpaid by the Space of forty Days next over or after any of the aforeſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Francis Eades* and *Gilbert Gill*, their Executors, Adminiſtrators and Aſſigns, from Time to Time, by and out of the Rents, Iſſues and Profits of the ſaid Hundred, Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, or by demiſing, leaſing or mortgaging the ſame Premiſſes, or a competent Part thereof, for all or any Part of the ſaid Term of one thouſand Years therein, to raiſe and levy ſuch Sum and Sums of Money as ſhall be ſufficient from Time to Time to pay and ſatisfy unto the ſaid *Olivia Eades* and her Aſſigns, during her natural Life, the ſaid Annuity, yearly Rent or Sum of 4000 *l.* or ſo much thereof as ſhall ſo happen to be behind and unpaid, together with all ſuch Coſts, Charges and Expences as ſhe the ſaid *Olivia Eades*, or the ſaid *Francis Eades* and *Gilbert Gill*, her Truſtees, their Executors, Adminiſtrators or Aſſigns, or any of them ſhall ſuſtain, expend or be put unto, for or by reaſon of the Non-payment thereof, at the Days and Times, and in Manner firſt herein before in that Behalf mentioned, and ſhall and do pay the ſame accordingly. And the ſaid Term of one thouſand Years, herein before limited to the ſaid *Francis Eades* and *Gilbert Gill*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, is ſo to them limited, upon the farther Truſts following; that is to ſay, In Caſe there ſhall be one or more younger Child or younger Children of the ſaid *Arthur Allen* on the Body of the ſaid *Olivia Eades* his intended Wife to be begotten (beſides an Eldeſt or only Son) or in caſe there ſhall be no Son or Sons, or Iſſue Male of the ſaid *Arthur Allen* on the Body of the ſaid *Olivia Eades* his intended Wife to be begotten, or being ſuch Son or Sons or Iſſue Male, and all of them ſhall happen to die without Iſſue Male of his or their Body or Bodies, and there ſhall be one or more Daughter or Daughters of him the ſaid *Arthur Allen*, on the Body of her the ſaid *Olivia Eades* begotten, living at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after: Then, and in any of the ſaid Caſes, upon Truſt that they the ſaid *Francis Eades* and *Gilbert Gill*, their Executors, Adminiſtrators and Aſſigns, ſhall and do after the Commencement of the ſaid Term of one thouſand Years, and not before (unleſs with the Conſent and Approbation of the ſaid *Arthur Allen*, teſtified in Writing under his Hand and Seal) by Demiſe, Sale or Mortgage of the ſaid Hundred, Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, or a competent Part thereof, for all or any Part of the ſaid Term of one thouſand Years therein, and by and with the Rents and Profits of the ſame Premiſſes, in the mean Time after the Commencement of the ſame Term, and until ſuch Demiſe, Sale or Mortgage (but without Prejudice nevertheleſs to the Raiſing and Payment of the ſaid Annuity, yearly Rent or Sum of 4000 *l.*) raiſe and levy, or borrow and take up at Intereſt the Sum of 40000 *l.* of lawful Money of *Great Britain*, for the Portion or Portions of the ſame younger Child or younger Children, or Daughter or Daughters (as the Caſe may be); the ſaid Sum of 40000 *l.* to be paid in Manner following; that is to ſay, if there be but one ſuch younger Child, or one ſuch Daughter, then the ſaid whole Sum of 40000 *l.* to be paid to him or her as follows, *viz.* if a Son, at his Age of twenty-one Years; and if a Daughter, at her Age of eighteen Years or Day of Marriage, which ſhall firſt happen; and if two or more ſuch younger Children or Daughters, then the ſaid Sum of 40000 *l.* to be ſhared and divided between or amongſt the ſaid younger Children or Daughters (as the Caſe may be) in ſuch Parts and Proportions as he the ſaid *Arthur Allen* ſhall at any Time or Times during his Life, by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament, to be by him ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, direct, limit or appoint. And in Default of ſuch Direction, Limitation and Appointment, then the ſaid Sum of 40000 *l.* to be equally

On Non-payment of the Jointure at a certain Day,

to raiſe the ſame, with Charges, &c.

And farther, to raiſe Portions (a Sum certain) for younger Children;

or for Daughters, if no Son.

Not in the Father's Lifetime, without his Conſent.

The Manner of Payment;

at what Ages;

in Proportions appointed by their Father.

In Default of Appointment, to be equally divided.

equally divided amongſt the ſame younger Children or Daughters (as the Caſe may be) Share and Share alike; the ſaid Portion or Portions of ſuch younger Child or younger Children, or Daughter or Daughters, to be paid in Manner following; that is to ſay, to ſuch of them as ſhall be a Son or Sons, at his or their reſpective Age or Ages of twenty-one Years; and to ſuch of them as ſhall be a Daughter or Daughters, at her or their reſpective Age or Ages of eighteen Years, or Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Commencement of the ſaid Term of one thouſand Years; but if before, then within three Calendar Months after the Commencement of the ſame Term, and not before or ſooner, unleſs with the Conſent of the ſaid *Arthur Allen*, teſtified in Writing under his Hand and Seal, but nevertheleſs without Prejudice to the ſaid yearly Rent or Sum of 4000 *l.* Provided always, that in Caſe any of the ſame younger Children or Daughters ſhall happen to die before the reſpective Times following, that is to ſay, any Son or Sons before the Age or Ages of twenty-one Years, or any Daughter or Daughters before the Age of eighteen Years or Marriage; or that any younger Son ſhall become an Eldeſt or only Son, before he attain the Age of twenty-one Years; then the Portion or Portions of ſuch of them ſo dying, or becoming an Eldeſt or only Son, ſhall go and be paid unto the Survivors or Survivor, or others or other of them, but ſubject to ſuch Direction or Appointment to be made thereof between them by the ſaid *Arthur Allen* as aforeſaid; and in Default thereof, then to be equally divided amongſt them, Share and Share alike, when his, her or their original Portion or Portions ſhall become payable reſpectively as aforeſaid. Provided alſo, That in Caſe all ſuch younger Children and Daughters ſhall happen to die before ſuch their ſaid reſpective Ages or Marriages, then and in ſuch Caſe the ſaid Monies ſo to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of the Perſon or Perſons next in Reverſion or Remainder of the Premiſſes expectant on the Determination of the ſaid Term of one thouſand Years therein; and ſo much thereof as ſhall be then raiſed, ſhall be paid to the ſame Perſon or Perſons in Reverſion or Remainder as aforeſaid. And upon this farther Truſt, that they the ſaid *Francis Eades* and *Gilbert Gill*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents and Profits of the ſaid Hundred, Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Rents, Docks, Hereditaments and Premiſſes (but without Prejudice as aforeſaid) raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch younger Child or younger Children, Daughter or Daughters, in the mean Time from and after the Commencement of the ſaid Term of one thouſand Years, and until their ſaid Portion or Portions ſhall become payable reſpectively as aforeſaid, as are herein after mentioned; that is to ſay, If there ſhall be but one ſuch younger Child or Daughter, the yearly Sum of 400 *l.* till he or ſhe ſhall attain the Age of twelve Years; and from and after that Age, and until his or her Portion ſhall become payable, the yearly Sum of 800 *l.* And if there ſhall be two ſuch younger Children or Daughters, the yearly Sum of 300 *l.* for each of them, till they ſhall reſpectively attain their reſpective Ages of twelve Years; and from and after their ſaid reſpective Ages of twelve Years, and until their reſpective Portions ſhall become payable, the yearly Sum of 600 *l.* for each of them: And if there ſhall be three or more ſuch younger Children or Daughters, ſuch yearly Sum for each of them, till they ſhall reſpectively attain their reſpective Ages of twelve Years, as will amount unto and be equal with the Intereſt of their reſpective Portions after the Rate of 4 *l. per Cent. per Annum.* And from and after their ſaid reſpective Ages of twelve Years, and until their reſpective Portions ſhall become payable, then ſuch yearly Sums of Money for each of them as will amount unto and be equal with the Intereſt of the reſpective Portions of the ſame Children after the Rate of 5 *l. per Cent. per Annum.* Such yearly Sum or Sums for Maintenance and Education to be paid to ſuch Child or Children at the four moſt uſual Feaſts or Days of Payment in the Year before-mentioned, by even and equal Portions, free of all Taxes, and other Deductions; the firſt Quarter's Payment thereof to begin and be made at ſuch of the ſame Feaſts or Days of Payment as ſhall firſt and next happen after the Commencement of the ſaid Term of one thouſand Years (without Prejudice nevertheleſs as aforeſaid). And upon this farther Truſt, that they the ſaid

At what Times.

With Benefit of Survivorſhip among the Children, except where a younger Son becomes eldeſt.

If all die before Times of Payment, the Portions not to be raiſed, &c.

And upon farther Truſt to raiſe Maintenances out of the Profits,

in Proportion to their Number and Ages.

ſaid *Francis Eades* and *Gilbert Gill*, their Executors, Adminiſtrators, and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one thouſand Years ſhall for the Time being belong, until ſome one of the ſame Portions ſhall become payable, to receive and take the Reſidue and Overplus (if any be) of the ſaid Rents and Profits of the Premiſſes over and above ſo much thereof as ſhall be from Time to Time paid or payable for the reſpective Maintenances and Educations of ſuch Child or Children as aforeſaid, and over and above the aforeſaid yearly Rent or Sum of 4000 *l.* herein before provided for the Jointure of the ſaid *Olivia Eades*. Provided always, that no ſuch Demiſe, Sale or Mortgage as is laſt mentioned, ſhall be made until ſome one of the ſaid Portions ſhall become payable by Virtue of theſe Preſents, unleſs with the Conſent of the ſaid *Arthur Allen*, teſtified as aforeſaid. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe there ſhall be no ſuch younger Child or younger Children, or Daughter or Daughters of the ſaid *Arthur Allen* by the ſaid *Olivia Eades* his intended Wife as aforeſaid, or being ſuch, all of them (ſave an only Son, or younger Son becoming an only Son as aforeſaid) ſhall happen to die before their ſaid reſpective Age or Marriage as aforeſaid; or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for their Portions and Maintenances as aforeſaid, ſhall be by the ſaid *Francis Eades* and *Gilbert Gill*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by the Perſon or Perſons next in Reverſion or Remainder of the Premiſſes expectant on the ſaid Term of one thouſand Years, paid, or to the Good-liking of the ſame Truſtees, or the Survivor of them, his Executors or Adminiſtrators, ſecured to be paid, according to the Purport, true Intent and Meaning of theſe Preſents; Then, and in every or any of the ſaid Caſes, and at all Times from thenceforth, from and after the Deceaſe of the ſaid *Olivia Eades*, and Payment of all Arrears which ſhall be then due of the ſaid Annuity, yearly Rent or Sum of 4000 *l.* (if any ſuch ſhall then happen to be) together with all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts of the ſaid Term of one thouſand Years, the ſame Term of and in the Premiſſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein contained to the contrary notwithſtanding. Provided alſo, that if the ſaid *Arthur Allen* ſhall advance and prefer any of his ſaid younger Child or younger Children, or Daughter or Daughters, with any Sum or Sums of Money as a Portion or Portions in his Life-time, then ſuch Sum or Sums of Money, Portion or Portions reſpectively, ſhall (unleſs he ſhall under his Hand declare the contrary) go and be accounted in full, if equal with, and if not equal with, then in Part of the Portion or Portions herein before appointed to be raiſed and paid as aforeſaid; and in that Caſe the Reſidue, if any, of the Portion or Portions which would have been payable by the true Intent and Meaning of theſe Preſents, ſhall be only raiſed for, and paid to him, her or them reſpectively. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Arthur Allen* from Time to Time during his natural Life, by Indenture under his Hand and Seal, to demiſe or leaſe the ſaid Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, at the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by Way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes; or to demiſe or leaſe the ſaid Meſſuages, Docks, Buildings, Ground, Hereditaments and Premiſſes in *Penton* aforeſaid, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding ſixty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, in order to build upon, or otherwiſe improve the ſame, as he ſhall think fit; ſo as upon every ſuch Leaſe to be made as is laſt mentioned, there be reſerved and made payable, during the Continuance thereof, the moſt and beſt yearly Rent that

And upon farther Truſt to permit Perſons intitled to receive the Overplus of the Profits.

No Sale, &c. to be made until a Portion payable, unleſs with their Father's Conſent.

If no younger Child, &c.

or if Portions, &c. paid or ſecured,

the Reſidue of this Term (not diſpoſed of) to ceaſe.

If the Father prefer any of them, the ſame to be accounted in full, or Part, as the Caſe may be.

Leaſing Power to the Huſband,

with uſual Reſtrictions as to the Term, in Poſſeſſion, at improved Rent.

without Fine.

Larger Power as to other Part, for Building, &c.

can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by Way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes: So always nevertheleſs, that none of the aforeſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every of ſuch Leaſes there be contained a Clauſe of Re-entry, for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe or Leaſes; any Thing herein before contained to the contrary notwithſtanding. And the ſaid *Arthur Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Francis Eades* and *Gilbert Gill*, their Heirs, Executors and Adminiſtrators, in Manner following; that is to ſay, That all and every the ſaid Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, hereby, or mentioned to be hereby granted and conveyed, with their Appurtenances, ſhall or lawfully may from Time to Time, and at all Times for ever hereafter, remain, continue and be, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame; and ſhall and may be peaceably and quietly had, held and enjoyed accordingly, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by him the ſaid *Arthur Allen*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them, or any of them, or from, by or under any of his Anceſtors (except as is herein after excepted;) and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Arthur Allen*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from, and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Entails, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Arthur Allen*, his Heirs or Aſſigns, or by any of his Anceſtors, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them, or any of them (except ſuch Leaſes for Years at Rack-Rents, or Eſtates for Lives, or Years determinable on Lives as are now in Being, of and in the Premiſſes, or any Part thereof, whereupon the improved or uſual and accuſtomed Rents and Services are reſpectively reſerved and made payable, and except ſuch Annuities for Lives as in and by the ſaid Will of the ſaid *Diana Deal* were charged upon and made payable out of the Premiſſes in *Eden* aforeſaid, and as are yet ſubſiſting, not exceeding in the whole the yearly Sum of 80 *l.* and except the clear yearly Annuity or Sum of 30 *l.* in and by the ſame Will charged or directed to be charged upon, and for ever made payable out of the Premiſſes in *Eden* and *Ganden* aforeſaid, or one of them, for ſuch charitable Purpoſes as in the ſame Will are in that Behalf mentioned and expreſſed.) And moreover, that he the ſaid *Arthur Allen* and his Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them (except as is herein before excepted) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *Francis Eades* and *Gilbert Gill*, or the Survivor of them, his Heirs, Executors, or Adminiſtrators, but at the Coſts and Charges of the ſaid *Arthur Allen*, his Heirs, Executors, or Adminiſtrators, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch farther and other lawful and reaſonable Acts, Deeds and Things, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, for the farther, better, more perfect and abſolute Conveying, Settling and Aſſuring of all and every the ſaid Hundred, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, with their Appurtenances,

not *ſans* Waſte.

With Clauſe of Re-entry on Non-payment of Rent.

Leſſees to execute Counterparts.

The Huſband covenants for quiet Enjoyment,

free from Incumbrances, by him or his Anceſtors;

except Leaſes, &c.

and Annuities, not exceeding a certain yearly Sum.

And for farther Aſſurances,

to

to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein before limited, expreſſed and declared of and concerning the ſame, as by the ſaid *Francis Eades* and *Gilbert Gill*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, or his or their Council learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be required to make ſuch farther Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And this Indenture farther witneſſeth, That in Conſideration of the ſaid intended Marriage and Marriage-Portion, and of the Settlement herein before made or mentioned, or intended or agreed to be made, by and on the Part and Behalf of the ſaid *Arthur Allen* as aforeſaid, and for the farther and better ſecuring the Raiſing and Payment of the ſaid Annuity, yearly Rent or Sum of 4000 *l.* herein before provided for the Jointure of the ſaid *Olivia Eades* as aforeſaid, and alſo of the ſaid Portions and Maintenances herein before provided and agreed to be raiſed and paid, to or for the Benefit of the ſaid younger Child or Children, or Daughter or Daughters of the ſaid intended Marriage, in Manner aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid ſeveral Sums of 15000 *l.* 9000 *l.* and 16000 *l.* (making together the ſaid Sum of 40000 *l.*) ſo paid into the Hands of the ſaid *Francis Eades* and *Gilbert Gill* as aforeſaid, are and were ſo to them paid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Agreements as are herein after mentioned, expreſſed and declared, or directed of and concerning the ſame; that is to ſay, in Truſt for the ſaid *Lucy Lant* and *Olivia Eades* reſpectively, according and in Proportion to their preſent reſpective Intereſts therein, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then upon Truſt that they the ſaid *Francis Eades* and *Gilbert Gill*, or the Survivor of them, his Executors or Adminiſtrators, ſhall and do with all convenient Speed lay out and inveſt the ſaid whole Sum of 40000 *l.* with the Good-liking and Approbation of the ſaid *Arthur Allen* and the ſaid *Olivia Eades* his intended Wife, or the Survivor of them, his or her Executors or Adminiſtrators, in one or more Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments, of an Eſtate of Inheritance in Fee-ſimple in Poſſeſſion, in ſome convenient Place or Places within that Part of *Great Britain* called *England*, free from Incumbrances, and thereupon ſettle, convey and aſſure, or cauſe and procure to be ſettled, conveyed and aſſured, all ſuch Meſſuages, Lands, Tenements or Hereditaments, ſo to be purchaſed as aforeſaid, with their Appurtenances, to, for and upon ſuch and the like Uſes, Truſts, Intents and Purpoſes, and under and ſubject to ſuch and the like Powers, Proviſoes, Limitations and Agreements, as (from and after the ſuffering and perfecting of the ſaid Common Recoveries, and the Solemnization of the ſaid intended Marriage) are herein before limited, expreſſed and declared of and concerning the ſaid Hundred, Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Docks, Hereditaments and Premiſſes, hereby, or mentioned to be hereby granted and releaſed (except the ſaid Term of two hundred Years, determinable as aforeſaid, and the Truſts thereof) or as near thereto as may be, and the Deaths of Perſons and other Contingencies will admit of, to the End and Intent that the ſaid Meſſuages, Lands, Tenements, or Hereditaments ſo to be purchaſed as aforeſaid, may go and be in Aid of the ſaid hereby granted and releaſed Hundred, Manors, Rectory, Meſſuages, Lands, Hereditaments, and other the Premiſſes, as well for the farther and better ſecuring the Raiſing and Payment of the ſaid Annuity, yearly Rent or Sum of 4000 *l.* herein before provided for the Jointure of the ſaid *Olivia Eades* as aforeſaid, as alſo of the ſaid Portions and Maintenance herein before provided and agreed to be raiſed and paid, to or for the Benefit of the younger Child or younger Children, or Daughter or Daughters of the ſaid intended Marriage, in Manner aforeſaid. And upon this farther Truſt, that (in the mean Time, and until the ſaid Sum of 40000 *l.* ſhall be laid out and inveſted in ſuch Purchaſe or Purchaſes as aforeſaid) it ſhall and may be lawful to and for them the ſaid *Francis Eades* and *Gilbert Gill*, or the Survivor of them, his Execu-

The Truſt of the ſeveral Sums which make up the Marriage-Portion declared.

After the Marriage, that the Truſtees inveſt the ſame (with Approbation of Huſband and Wife, or the Survivor or Executors, &c.) in a Purchaſe,

and ſettle to ſuch Uſes, &c. as above limited, &c.

(except as to the firſt Term.)

To be in Aid of the ſettled Premiſſes, &c.

And in the mean Time to inveſt the ſame in Securities, with Approbation of Huſband and Wife, or Survivor, &c.

tors or Adminiſtrators, with the Good-liking and Approbation of the ſaid *Arthur Allen*, and *Olivia Eades* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, to lend and place out the ſame 40000 *l.* or any Part thereof, upon any publick or private Security or Securities at Intereſt, or to lay out and inveſt the ſame, or any Part thereof, in the Purchaſe of Stock in the Bank of *England*, *South-Sea* Company or *Eaſt-India* Company, or of *South-Sea* or other Annuities, or publick Stocks or Funds, upon the Truſts aforeſaid; and from Time to Time to call and receive in the Monies ſo lent or placed out on Securities as aforeſaid, or to ſell and diſpoſe of ſuch Stocks, Annuities or Funds, ſo to be purchaſed as aforeſaid, or any Part thereof, and again to lend, place out or inveſt the ſame Monies, or any Part thereof, in Manner aforeſaid, as often as they ſhall think fit, with ſuch Approbation as aforeſaid, and ſubject to the Truſts before mentioned. And it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that in the mean Time, and until the ſaid Sum of 40000 *l.* ſhall be laid out in ſuch Purchaſe or Purchaſes of Meſſuages, Lands, Tenements or Hereditaments, to be ſettled as aforeſaid, all the clear yearly Dividends, Intereſt and Produce that ſhall be made of the ſame Monies, ſhall from Time to Time be paid to and received by ſuch Perſon or Perſons, as and to whom the Rents and Profits of the Meſſuages, Lands, Tenements or Hereditaments, to be purchaſed as aforeſaid (if purchaſed and ſettled) would for the Time being belong or appertain, by Virtue of theſe Preſents, and the Uſes and Limitations of the ſame Premiſſes above mentioned are directed. And farther, That the ſaid *Francis Eades* and *Gilbert Gill*, or either of them, their or either of their Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for any more of the ſaid Truſt-Monies than he or they reſpectively ſhall actually receive by Virtue of the aforeſaid Truſts, nor with or for any Loſs which ſhall happen of the ſame Monies, or any Part thereof, ſo as ſuch Loſs happen without their wilful Default; nor the one of them for the other of them, or for the Acts, Deeds, Receipts or Diſburſements, the one of the other, but each of them only for his own Acts, Deeds, Receipts and Diſburſements. And alſo, that it ſhall and may be lawful to and for them the ſaid *Francis Eades* and *Gilbert Gill*, and each of them, their and each of their Executors and Adminiſtrators, in the firſt Place, by and out of the ſaid Truſt-Monies to deduct and reimburſe him and themſelves reſpectively all ſuch Loſs, Coſts, Charges and Expences, as he, they, or any of them ſhall or may ſuſtain, expend or be put unto, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. And laſtly, the ſaid *Arthur Allen*, in Conſideration of the ſaid intended Marriage, and for other the Conſiderations aforeſaid, doth hereby for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Edward Eades* and *Francis Eades*, their Heirs, Executors and Adminiſtrators, that in caſe (after the ſaid intended Marriage had and ſolemnized) he the ſaid *Arthur Allen* ſhall happen to die in the Life-time of the ſaid *Olivia Eades* his intended Wife, and that there ſhall be one or more younger Child or younger Children, or Daughter or Daughters of him the ſaid *Arthur Allen* by the ſaid *Olivia Eades* his intended Wife living, or *in Ventre ſa Mere* at the Time of his Deceaſe, then and in ſuch Caſe he the ſaid *Arthur Allen* ſhall and will by Deed in his Life-time, or otherwiſe in and by his Laſt Will and Teſtament, farther ſecure by and out of ſome Part of his Eſtate not hereby ſettled or directed ſo to be, the due and punctual Raiſing and Payment of the ſaid Portion or Portions and Maintenance herein before provided or agreed to be raiſed and paid, unto or for the Benefit of ſuch younger Child or younger Children, or Daughter or Daughters as aforeſaid, and that at ſuch Times, and in ſuch Proportions and Manner, and under ſuch Reſtrictions and Limitations as are herein before directed, expreſſed and agreed upon, of and concerning the ſame, according to the Purport, true Intent and Meaning of theſe Preſents, and of the ſaid Parties hereto. In Witneſs, *&c.*

And to call in, and place out again.

And til Purchaſe made, the Profits to be paid as the Rents, *&c.* would go, if Purchaſe made.

Truſtees to be chargeable each only for his own Receipts, *&c.*

and not for Loſſes without wilful Default; and not one for the other; and may reimburſe themſelves Charges, *&c.*

The Huſband covenants, that if he die, living the Wife, and leaving a younger Child, or Daughter, *&c.* born or unborn, he will ſecure out of his unſettled Eſtates the due Payment of Portions and Maintenances.

A Settlement

A Settlement before Marriage, with usual Limitations, &c. as to N° 8.
Part; and a Term raised as to other Part, to indemnify the intailed Part against a Charge by some of the Husband's Ancestors in favour of younger Children, some of the Persons intitled being Minors. Other Terms for raising Portions and Maintenances for younger Children; or for Daughters, if no Son. Power to raise Sums to put out Sons. If only one Daughter surviving her Mother, she to have Half her Portion in her Father's Life-time. A Church Lease also settled.

THIS Indenture quadrupartite, made the third Day of *July Anno Domini* 1731. and in the fifth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King, *&c.* between Sir *Andrew Aston* of *Bruton Lodge*, in the Parish of *Bruton* in the County of *Cardigan*, Bart. eldest Son and Heir of Sir *Dennis Aston* late of the same Place, Bart. deceased, and also sole Executor of his last Will and Testament, of the first Part; *Edward Ellis* senior, of *Frand* in the County of *Glamorgan*, Esq; and *Harriot Ellis* Spinster, his Daughter, of the second Part; *John Jenks* senior, of *Kirkall* in the County of *Lancaster*, Esq; and *Matthew Moor*, of *London* Merchant, of the third Part; and *Edward Ellis* junior, of *Nuttar* in the County of *Oxon*, Esq; and *Paul Pegg*, of *Frand* aforesaid, Esq; of the fourth Part. Whereas a Marriage is intended by the Permission of God to be shortly had and solemnized between the said Sir *Andrew Aston* and the said *Harriot Ellis:* Now this Indenture witnesseth, That in Prospect and in Consideration of the said intended Marriage, and also in Consideration of the Sum of 8000 *l.* of lawful Money of *Great Britain*, to the said Sir *Andrew Aston* in Hand paid, at or before the Ensealing and Delivery of these Presents, as and for the Marriage Portion of the said *Harriot Ellis*, the Receipt and Payment whereof accordingly he the said Sir *Andrew Aston* doth hereby own and acknowledge; and for making a Jointure and Provision of Maintenance for the said *Harriot Ellis*, in Case she shall after the said intended Marriage had survive and overlive the said Sir *Andrew Aston* her intended Husband; and for Settling and Assuring the Manor, Messuages, Lands, Tenements and Hereditaments, herein after mentioned to be hereby granted, released and assigned respectively, unto such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoes and Agreements as are herein after mentioned, expressed and declared of and concerning the same respectively; and for and in Consideration of the Sum of 10 *s.* of like Money, to the said Sir *Andrew Aston* in Hand paid by the said *John Jenks* and *Matthew Moor*, at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said Sir *Andrew Aston* hath granted, bargained, sold, released and confirmed, and by these Presents doth grant, bargain, sell, release and confirm unto the said *John Jenks* and *Matthew Moor*, their Heirs and Assigns, All that the Manor of *East Quigg*, with the Rights, Royalties, Members and Appurtenances thereof, in the said County of *Cardigan*; and also all that Messuage, Tenement or Farm-house, with the Barns, Pigeon-house, Hop-house, Waggon-house, Stable, Grainaries, Rooms under the Grainaries, Homestall, Orchards, and other the Appurtenances thereunto belonging, or therewith used; and also all those several Pieces or Parcels of Arable Land, Meadow, Pasture, Wood-land and Hop-ground to the same Messuage belonging, or therewith now used or enjoyed, containing together in the whole by Estimation five hundred Acres, more or less, with their and every of their Appurtenances; which said Messuage, Lands and Premisses, were some time in the Tenure or Occupation of *Ralph Rich*, his Assigns or Under-Tenants, and now or late were in the Tenure or Occupation of *Simon Strut*, Yeoman, his Assigns, Lessees or Under-Tenants; and also all that Messuage or Tenement, with the Water-Mill or Mills, Lands, Ponds, Pools, Damms, Hereditaments, and other the Appurtenances thereunto belonging, or therewith used or enjoyed, some time in the Tenure or Occupation of *Titus Treby*, his Assigns or Under-Tenants, but now or late in the Tenure or

The Parties.

The intended Marriage recited.

The Consideration, the Marriage, and Portion;

and for making a Jointure, and for settling the Estates.

The intended Husband grants Releases, *&c.*

The Parcels.

Occupation of *Vincent Viner*, Baker, his Aſſigns, Leſſees or Under-Tenants; and alſo all thoſe Pieces or Parcels of Land or Ground, containing in the whole about twenty-four Acres, more or leſs, with their Appurtenances, now or late in the Tenure, Poſſeſſion or Occupation of *William Wall*, his Aſſigns, Leſſees or Under-Tenants; all which ſaid Meſſuages, Mills, Lands, Tenements, Hereditaments and Premiſſes, are ſituate, lying and being in the ſeveral Pariſhes, Places and Towns of *Quigg*, *Wos*, *Xandale* and *Yeo*, ſome or one of them, in the ſaid County of *Cardigan*; and alſo all that Capital Meſſuage or Manſion-houſe called *Bruton Lodge*, with the Edifices, Barns, Stables, Dove-houſes, Out-houſes, Orchards, Gardens, Hereditaments and Appurtenances thereunto belonging, or therewith uſed; and alſo the Park or Parks, and Warren, to the ſame Capital Meſſuage near or adjoining; and alſo all thoſe ſeveral Arable Lands, Meadow, Paſture, Woods, Wood-grounds and Under-woods, to the ſame Capital Meſſuage belonging or appertaining, or to or with the ſame now uſed, occupied, poſſeſſed or enjoyed, containing together in the whole by Eſtimation five hundred and twenty Acres, or thereabouts, with their Appurtenances; which ſaid Capital Meſſuage, Parks, Lands and Hereditaments laſt mentioned, are ſituate, lying and being in the ſeveral Pariſhes of *Bruton*, *Zen* and *Alton*, or ſome or one of them, in the ſaid County of *Cardigan*, and now are in the Tenure or Occupation of the ſaid Sir *Andrew Aſton*, his Under-Tenants or Aſſigns [*Here follow many more Parcels, deſcribed by Tenants Names*, &c.] and alſo all thoſe ſeveral Pieces or Parcels of freſh Marſh-Land containing by Eſtimation one hundred and eighty Acres, more or leſs, with their and every of their Appurtenances, lying and being in the ſaid Pariſhes of *Bardon* and *Condell*, or one of them, late or ſome time in the Tenure or Occupation of *Delia Diggs*, Widow, her Aſſigns or Under-Tenants, and now or late in the Tenure or Occupation of *Ezra Diggs*, and *Felix Diggs*, Gent. or one of them, their or one of their Aſſigns or Under-Tenants, and are commonly called or known by the ſeveral Names, and do contain the ſeveral Quantities and Numbers of Acres next herein after mentioned, that is to ſay, *Gobland Mead* thirty Acres, *Hennon Mead* thirty Acres, and *Jug Meadow* thirty-ſix Acres, or by what other Name or Names ſoever the ſame or any of them are or have been called or known, or what other Quantities or Numbers of Acres they or any of them do contain; and alſo all thoſe Woods and Wood-grounds lying and being in *Bruton* and *Alton* aforeſaid, or one of them, in the ſaid County of *Cardigan*, and commonly called or known by the ſeveral Names next herein after mentioned, that is to ſay, *Ketten Wood*, containing by Eſtimation twenty-ſix Acres, more or leſs, *Loke Wood*, containing by Eſtimation thirty Acres, more or leſs, and *Murton*, containing by Eſtimation two Acres, more or leſs; and alſo all thoſe Woods and Wood-grounds commonly called or known by the Name of *Newds Wood* and *Ontons Wood*, containing together by Eſtimation one hundred and twenty Acres, more or leſs, lying and being in *Purrow*, *Quun* and *Zen*, ſome or one of them, in the ſaid County of *Cardigan*; and alſo all Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Ways, Waters, Water-courſes, Hedges, Ditches, Trees, Woods, Underwoods, Commons, Common of Paſture, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, belonging or in any wiſe appertaining, or with the ſame or any Part thereof uſed, occupied, poſſeſſed or enjoyed, or reputed as Part thereof; and alſo all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever, whereof or wherein the ſaid Sir *Andrew Aſton*, or any Perſon or Perſons in Truſt for him now have or hath any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying and being in *Wos*, *Xandale*, *Yeo*, *Alton*, *Zen*, *Barden*, and *Condell* aforeſaid, or any of them, or elſewhere in the ſaid County of *Cardigan*, with their and every of their Appurtenances (except out of the Grant and Releaſe herein before made or mentioned to be made, the Leaſehold Wood-Lands and Hereditaments holden of the Dean and Chapter of St. *Aſaph*, under the Leaſe herein after mentioned and recited;) All which ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned or intended to be hereby granted and releaſed (except as before excepted) are now

General Words.

Bargain, &c. for a Year mentioned.

now in the actual Poſſeſſion of the ſaid *John Jenks* and *Matthew Moor*, by Virtue of a Bargain and Sale to them thereof made by the ſaid Sir *Andrew Aſton* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *John Jenks* and *Matthew Moor*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, hereby, or mentioned to be hereby granted and releaſed, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid Sir *Andrew Aſton*, of, in, to or out of the ſame Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and every or any Part or Parcel thereof (except as before excepted;) To have and to hold the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned or intended to be hereby granted or releaſed, with their Appurtenances (except before excepted) unto the ſaid *John Jenks* and *Matthew Moor*, their Heirs and Aſſigns, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, To the Uſe and Behoof of the ſaid Sir *Andrew Aſton* and his Heirs, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then as to, for and concerning all the ſaid Marſh-Lands, Hereditaments and Premiſſes herein before mentioned to be in the ſeveral Tenures or Occupations of the ſaid *Ezra Diggs* and *Felix Diggs*, or their reſpective Aſſigns or Under-Tenants, and all thoſe the ſaid Woods and Wood-Grounds called *Ketten Wood*, *Loke Wood*, *Murton*, *Newds Wood* and *Ontons Wood*, with their and every of their Appurtenances, to the Uſe of the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns, for the Term of one thouſand Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after expreſſed and declared of and concerning the ſame. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term, then to the Uſe and Behoof of the ſaid Sir *Andrew Aſton*, his Heirs and Aſſigns for ever. And as to, for and concerning the ſaid Manor, Capital Meſſuage, and all other the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, herein before mentioned or intended to be hereby granted and releaſed, and not limited in Uſe to the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns, for the Term of one thouſand Years as aforeſaid, with their Appurtenances, from and immediately after the Solemnization of the ſaid intended Marriage, to the Uſe and Behoof of the ſaid Sir *Andrew Aſton* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; And from and after the Determination of that Eſtate, then to the Uſe and Behoof of the ſaid *John Jenks* and *Matthew Moor*, and their Heirs, during the Life of the ſaid Sir *Andrew Aſton*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to makes Entries or bring Actions as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid Sir *Andrew Aſton* and his Aſſigns during his Life to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit. And from and after his Deceaſe, then as to, for and concerning all thoſe Marſh-Lands, Hereditaments and Premiſſes, herein before mentioned to be in the ſeveral Tenures or Occupations of the ſaid *Ralph Rich* and *Simon Slade*, or their reſpective Aſſigns or Under-Tenants, with the Appurtenances, being together of the yearly Rent or Value of 900 *l.* to the Uſe and Behoof of the ſaid *Harriot Ellis*, the intended Wife of the ſaid Sir *Andrew Aſton*, and her Aſſigns, for and during the Term of her natural Life, for her Jointure, and in Lieu, Bar and Recompence of her Dower and Thirds at Common Law, which ſhe can or may have or claim out of all or any the Manors, Meſſuages, Lands, Tenements and Hereditaments, whereof the ſaid Sir *Andrew Aſton* now is, or

General Words.

Habendum

To the Uſe of the Huſband in Fee, till the Marriage. Then, as to Part,

to the Truſtees for a long Term, *ſans* Waſte; upon Truſts after declared.

And then to the Uſe of the Huſband in Fee.

As to other Part,

to the Huſband for Life, *ſans* Waſte; Remainder to Truſtees, to preſerve, &c.

Remainder, as to Part, to the Wife for Life, for a Jointure in Bar of Dower.

or at any Time hereafter during the Coverture between them ſhall be ſeiſed, of any Eſtate of Freehold or Inheritance. And as to, for and concerning all the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, herein before limited to the Uſe of the ſaid Sir *Andrew Aſton* for his Life as aforeſaid, from and after Determination of the ſeveral Uſes and Eſtates thereof herein before limited, and as the ſame ſhall reſpectively end and determine, to the Uſe and Behoof of the ſaid *Edward Ellis* junior and *Paul Pegg*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of five hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of five hundred Years, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid Sir *Andrew Aſton* on the Body of the ſaid *Harriot Ellis* his intended Wife lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid Sir *Andrew Aſton* on the Body of the ſaid *Harriot* his intended Wife lawfully to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other the Son and Sons of the Body of the ſaid Sir *Andrew Aſton* on the Body of the ſaid *Harriot* his intended Wife lawfully to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing being always preferred, and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of ſix hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of ſix hundred Years, then to the Uſe and Behoof of the ſaid Sir *Andrew Aſton*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And whereas by the Marriage-Settlement of the ſaid Sir *Dennis Aſton*, and the Wills of Sir *Titus Aſton*, Bart. deceaſed, and of the ſaid Sir *Dennis Aſton*, or ſome of them, or by ſome other Ways or Means, the Manor, Meſſuages, Lands, Tenements and Hereditaments herein before mentioned, or intended to be hereby granted and releaſed, or ſome Part or Parts thereof, were charged with and ſubjected to the Payment of the Sum of 17000 *l.* of lawful Money of *Great Britain*, with Intereſt for the ſame, for the Portions of the Daughters and younger Sons of the ſaid Sir *Dennis Aſton*, *viz. Dennis*, *Vincent* and *Walter*, and *Xantippe* and *Harriot*, in the Proportions following, *viz.* 3000 *l.* apiece for the ſaid three younger Sons, and 4000 *l.* apiece for the ſaid two Daughters. And whereas the Portions of the ſaid *Dennis*, *Vincent* and *Xantippe*, amounting together to the Sum of 10000 *l.* are or are intended to be forthwith paid and diſcharged by and with the 8000 *l.* Portion of the ſaid *Harriot Ellis*, and 2000 *l.* more of the proper Monies of the ſaid Sir *Andrew Aſton*, ſo that there will then only remain due the Sum of 7000 *l.* (Reſidue of the ſaid 17000 *l.*) for the Portions of the ſaid *Walter* and *Harriot*, who are yet under Age. And whereas in Conſideration of the Premiſſes it hath been agreed by and between all the ſaid Parties to theſe Preſents, that the Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before limited in Uſe to the ſaid Sir *Andrew Aſton* for his Life as aforeſaid, and every Part thereof, ſhould by and with the

Remainder, as to the Premiſſes limited to the Baron for Life, to other Truſtees for a long Term, *ſans* Waſte,

upon Truſts after declared.

Remainder to firſt and other Sons of the Marriage ſucceſſively in Tail Male.

Remainder to the firſt named Truſtees for a long Term, *ſans* Waſte,

upon Truſts after declared.

Remainder to the Huſband in Fee.

Recital of a Charge by Settlement or Will of ſome of the Huſband's Anceſtors, being a Sum for Portions for younger Children.

And that Part is to be forthwith paid, the Reſidue belonging to Perſons under Age.

And that the Parties have agreed that the now intailed Lands ſhould be indemnified by the firſt Term.

the ſaid Term of one thouſand Years, and the Premiſſes therein comprized, be ſaved harmleſs and indemnified of and from the aforeſaid Sum of 7000 *l.* and the growing Intereſt thereof: Now therefore for that Purpoſe it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid Term of one thouſand Years, herein before limited to the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, is ſo to them limited, upon this ſpecial Truſt and Confidence, and to the Intent and Purpoſe that they the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns, ſhall and do by Sale or Mortgage of the ſaid Meſſuages or Tenements, Hereditaments and Premiſſes comprized in the ſaid Term of one Thouſand Years, or any Part thereof, or by and with the Rents, Iſſues and Profits of the ſame Premiſſes, or otherwiſe, as they in their Diſcretion ſhall think fit, raiſe and levy the ſaid Sum of 7000 *l.* and the Intereſt thereof, and pay the ſame at ſuch Times and in ſuch Manner as the ſame ſhall become due and payable, by Virtue of the ſaid Settlement and Wills, or any of them; and of and from the ſame and every Part thereof ſhall and do ſave, defend, keep harmleſs and indemnified the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before limited in Uſe to the ſaid Sir *Andrew Aſton* for his Life as aforeſaid, and every Part thereof. And upon this farther Truſt, that they the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns, ſhall and do (ſubject to the Truſts herein before declared concerning the ſaid Term of one thouſand Years) permit and ſuffer the ſaid Sir *Andrew Aſton*, his Heirs and Aſſigns, to receive and take the Rents, Iſſues and Profits of the Premiſſes therein comprized, or ſo much thereof as ſhall not be applied or diſpoſed of in Performance of the ſame Truſts, to and for his and their own Uſe and Benefit. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That from and after Performance of the ſaid Truſts herein before declared of and concerning the ſaid Term of one thouſand Years, and Payment of all Coſts and Charges attending the Execution of the ſame Truſts, the ſaid Term of one thouſand Years of and in the ſame Premiſſes ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. And as to, for and concerning the aforeſaid Term of five hundred Years, herein before limited to the ſaid *Edward Ellis*, junior, and *Paul Pegg*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them as aforeſaid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, In caſe there ſhall be one or more Child or Children of the Body of the ſaid Sir *Andrew Aſton* on the Body of the ſaid *Harriot Ellis* his intended Wife begotten (beſides an Eldeſt or only Son) then upon Truſt that they the ſaid *Edward Ellis*, junior, and *Paul Pegg*, their Executors, Adminiſtrators and Aſſigns, ſhall and do by Sale or Mortgage of the ſaid Term of five hundred Years of and in the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited as aforeſaid, or of and in a competent Part thereof, or by ſuch other Ways or Means as they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy, or borrow and take up at Intereſt ſuch Sum and Sums of Money (not exceeding in the whole the Sum of 10000 *l.* of lawful Money of *Great Britain)* for the Portion or Portions of ſuch Child and Children (not being an Eldeſt or only Son) as aforeſaid, to be paid and payable to them or ſuch of them, and at ſuch Time or Times, and in ſuch Proportions, Manner and Form, to each or any of ſuch Child or Children, as the ſaid Sir *Andrew Aſton*, by any Writing or Writings under his Hand and Seal, or by his Laſt Will and Teſtament in Writing, to be by him ſigned, ſealed and executed reſpectively in the Preſence of two or more credible Witneſſes, ſhall from Time to Time direct, limit or appoint; ſo as no one ſuch Child ſhall have above the Sum of 7000 *l.* for his or her Portion. And for want of ſuch Direction and Appointment, then upon Truſt that they the ſame Truſtees, their Executors, Adminiſtrators or Aſſigns, ſhall and do by the Ways and Means aforeſaid raiſe and levy, or borrow and take up at Intereſt ſuch Sum and Sums of Money for the Portion

The Agreement for that Purpoſe,

declaring the Truſt of the firſt Term,

to raiſe the Reſidue of the Money,

and (ſubject to the Truſts) to permit the Huſband to take the Profits, &c.

After Performance of the Truſts, this Term to ceaſe.

Truſts of the ſecond Term declared.

To raiſe not exceeding a certain Sum, for Portions for younger Children,

payable at Times and in Proportions appointed by their Father,

with Reſtrictions as to the *Quantum*.

For want of Appointment, then to raiſe Sums certain, in Proportion

to their Number.

Portion and Portions of all and every ſuch Child and Children (not being an Eldeſt or only Son as aforeſaid) as are herein after mentioned; that is to ſay, If but one ſuch Child, then the Sum of 4000 *l.* of lawful Money of *Great Britain*, for the Portion of ſuch one Child; and if two ſuch Children and no more, then the Sum of 3500 *l.* apiece of like Money, for the Portions of ſuch two Children; and if three ſuch Children and no more, then the Sum of 3000 *l.* apiece of like Money, for the Portions of ſuch three Children; and if four or more ſuch Children, then the Sum of 10000 *l.* of like Money, to be equally divided amongſt them, Share and Share alike; the Portion or Portions of ſuch Child or Children to be paid in Manner following; that is to ſay, To ſuch of them as ſhall be a Son or Sons, at the Age of twenty-one-Years; and to ſuch of them as ſhall be a Daughter or Daughters, at the Age of twenty-one Years, Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid Sir *Andrew Aſton*, but if in his Life-time, then within three Calendar Months after his Deceaſe, and not ſooner, unleſs by his expreſs Conſent. Provided always, That it ſhall and may be lawful to and for the ſaid *Edward Ellis*, junior, and *Paul Pegg*, or the Survivor of them, his Executors or Adminiſtrators, at any Time or Times after the Deceaſe of the ſaid Sir *Andrew Aſton*, or in his Life-time, with his Conſent (but without Prejudice to the Jointure of the ſaid *Harriot Ellis*) by the Ways and Means aforeſaid, to raiſe, levy and pay any Sum or Sums of Money, not exceeding the Sum of 700 *l.* for any ſuch younger Son or Sons, for and towards his or their being put out and advanced in the World, before ſuch Time as his or their Portion or Portions become payable as aforeſaid; which Sum and Sums of Money ſo to be raiſed and paid for the Advancement and Putting out ſuch younger Son or Sons, ſhall be deemed and taken as Part of his or their Portion or Portions herein before appointed to be raiſed for him or them as aforeſaid. And upon farther Truſt, that they the ſaid *Edward Ellis*, junior, and *Paul Pegg*, their Executors, Adminiſtrators and Aſſigns, ſhall and do by and out of the Rents, Iſſues and Profits of the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes, ſo to them limited for five hundred Years as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children (not being an Eldeſt or only Son as aforeſaid) in the mean Time from the Deceaſe of the ſaid Sir *Andrew Aſton* until their ſaid Portions ſhall become payable reſpectively as aforeſaid, as to the ſame Truſtees, or the Survivor of them, his Executors or Adminiſtrators, ſhall ſeem meet; ſuch yearly Maintenance not exceeding in the whole the Intereſt of their reſpective Portions after the Rate of 3 *l. per Cent. per Annum.* And upon this farther Truſt, that they the ſaid *Edward Ellis*, junior, and *Paul Pegg*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of five hundred Years ſhall for the Time being belong or appertain by Virtue of theſe Preſents, to receive and take the Reſidue and Overplus of the Rents and Profits of the Premiſſes, over and above ſo much thereof as ſhall be from Time to Time paid for the Maintenance or Education of ſuch Child or Children as aforeſaid. Provided always, That in caſe any of the ſaid Children ſhall happen to die before his or her ſaid Portion or Portions ſhall become payable as aforeſaid, then the Portion or Portions of ſuch of them ſo dying ſhall go and be paid unto and be equally divided amongſt the Survivors, or Survivor of them, when the original Portion or Portions of ſuch ſurviving Child or Children ſhall become payable as aforeſaid; ſo as no one of the ſame Children ſhall have for his or her Portion above the Sum of 4000 *l.* nor any two of the ſame Children above the Sum of 3500 *l.* apiece; nor any three of the ſame Children above the Sum of 3000 *l.* apiece. Provided always, That in caſe all the ſame Children ſhall happen to die before any of their ſaid Portions or any Part thereof ſhall become payable as aforeſaid, then and in ſuch Caſe the ſaid Monies ſo to be raiſed for their Portions as aforeſaid ſhall not be raiſed, but ſhall ceaſe, for the Benefit of the Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant on the ſaid Term of five hundred Years ſhall for the Time being belong, by Virtue of the Limitations aforeſaid; and then and in ſuch Caſe ſuch Monies as ſhall be then raiſed, ſhall be paid to the ſame Perſon or Perſons in

Payable to Sons at twenty-one; to Daughters at twenty-one or Marriage, if after their Father's Deceaſe; or elſe not till three Months after, unleſs by his Conſent.

Power in certain Caſes to raiſe Sums to put out Sons, before Portions payable, to be deemed Part of their Portions.

Truſt as to raiſing Maintenances,

not exceeding a certain Rate of Intereſt.

And upon farther Truſt, to permit Perſons intitled to receive the Reſidue, &c.

Benefit of Survivorſhip as to the Portions, with Reſtriction as to the *Quantum* of each Portion, &c.

If all die before Portion payable, the ſame to ceaſe.

in Reverſion or Remainder as aforeſaid. Provided alſo, That no ſuch Sale or Mortgage as aforeſaid ſhall be made of the ſame Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, until ſome one of the Portions of the ſame Children, or ſome Part thereof, ſhall become payable by Virtue of theſe Preſents. Provided alſo, and it is hereby farther declared and agreed by and between the ſaid Parties to theſe Preſents, That in caſe there ſhall be no ſuch Child or Children of the Body of the ſaid Sir *Andrew Aſton* on the Body of the ſaid *Harriot Ellis* his intended Wife to be begotten (other than an Eldeſt or only Son) or there being ſuch Child or Children, all of them ſhall happen to die before their or any of their ſaid Portions ſhall become payable by Virtue of theſe Preſents; or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for the Portions of ſuch Children as aforeſaid, and alſo ſuch Maintenance in the mean Time and until the ſame Portions ſhall become payable as aforeſaid, ſhall be by the ſaid *Edward Ellis*, junior, and *Paul Pegg*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of five hundred Years, paid, or to the Good-liking of the ſaid *Edward Ellis*, junior, and *Paul Pegg*, or the Survivor of them, his Executors or Adminiſtrators, ſecured to be paid, according to the Purport, true Intent and Meaning of theſe Preſents; Then and in any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of five hundred Years, of and in the ſaid Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo limited for the ſame Term as aforeſaid, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, That if the ſaid Sir *Andrew Aſton* ſhall advance ſuch his ſaid Child or Children (not being an Eldeſt or only Son as aforeſaid) with Portions in his Life-time, or that any Lands or Hereditaments, Monies, Goods or Chattels ſhall be given or come by or from him at his Death, unto or for the Benefit of the ſame Child or Children (except as aforeſaid) then and in ſuch Caſe ſuch Portions, Monies, Goods and Chattels, and the Value of ſuch Lands or Hereditaments, ſhall be accounted as Part (if leſs in Value than the Portion or Portions herein before provided or intended for the ſame Child or Children) but (if as much or more in Value) then in full of the ſame Portion or Portions, unleſs he the ſaid Sir *Andrew Aſton* ſhall by Writing under his Hand declare the contrary. And as to, for and concerning the ſaid Term of one thouſand Years, herein before limited to the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them as aforeſaid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, In caſe the ſaid Sir *Andrew Aſton* ſhall happen to die without Iſſue Male of his Body on the Body of the ſaid *Harriot Ellis* his intended Wife to be begotten, or that the Iſſue Male between them begotten ſhall happen to die without Iſſue Male of their Bodies coming, and that there be Iſſue one or more Daughter or Daughters of the Body of the ſaid Sir *Andrew Aſton* on the Body of the ſaid *Harriot Ellis* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after; then upon Truſt that they the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators or Aſſigns, ſhall and do by Sale or Mortgage of the ſaid Term of five hundred Years, of and in the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, ſo to them limited for the ſame Term as aforeſaid, or of and in a competent Part thereof, or by ſuch other Ways and Means as they or the Survivor of them, his Executors or Adminiſtrators ſhall think fit, raiſe and levy, or borrow and take up at Intereſt ſuch Sum and Sums of Money, for the Portion and Portions and Maintenance of all and every ſuch Daughter and Daughters, as are herein after expreſſed and declared; that is to ſay, if but one ſuch Daughter, then the Sum of 7000*l.* for the Portion of

No Sale, &c. until a Portion payable.

If no ſuch Child, or all die before Portion payable;

or if Portions and Maintenances raiſed or paid, or ſecured by Reverſioner, &c.

then this Term to ceaſe.

If the Father advance any ſuch Child, or Lands, &c. be given by him, the ſame to be accounted as Part, or in full, &c.

Truſt of the third Term declared.

If no Iſſue Male, but a Daughter or Daughters of this Marriage,

by Sale, &c. of this Term, or Part, to raiſe Portions and Maintenance, in Proportion to their Number,

of ſuch only Daughter; and if two ſuch Daughters and no more, then the Sum of 8000 *l.* for the Portions of ſuch two Daughters, to be equally divided between them, Share and Share alike; and if three ſuch Daughters and no more, then the Sum of 9000 *l.* for the Portions of ſuch three Daughters, to be equally divided amongſt them, Share and Share alike; and if four or more ſuch Daughters, then the Sum of 10000 *l.* for the Portions of ſuch four or more Daughters, to be equalled divided amongſt them, Share and Share alike; the ſame Portion or Portions to be paid to ſuch Daughter and Daughters reſpectively as and when ſhe or they ſhall reſpectively attain the Age of Twenty-one Years or be married, which ſhall firſt happen, in caſe ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid Sir *Andrew Aſton*; but if in his Life, then within three Months after his Deceaſe, and not ſooner, unleſs by his expreſs Conſent. Provided always, That in caſe after the Deceaſe of the ſaid *Harriot Ellis*, and Failure of Iſſue Male as aforeſaid, there be but one ſuch Daughter and no more, then one Half of her ſaid Portion ſhall be paid to her at her Age of twenty-one Years, although the ſame be in the Life-time of the ſaid Sir *Andrew Aſton*. Provided alſo, That in caſe any of the ſaid Daughters ſhall happen to die before her or their Portion or Portions intended them by theſe Preſents ſhall become payable as aforeſaid, then the Portion or Portions of her or them ſo dying ſhall go and be paid unto and be equally divided amongſt the Survivors and Survivor of them, when the original Portion or Portions of ſuch ſurviving Daughter or Daughters ſhall become payable by Virtue of theſe Preſents: Yet ſo always, as that no one ſuch Daughter ſhall have above the Sum of 7000 *l.* for her Portion; nor any two of ſuch Daughters above the Sum of 8000 *l.* between them; nor any three of them above the Sum of 9000 *l.* amongſt them. Provided alſo, That in caſe all the ſaid Daughters ſhall happen to die before any of their ſaid Portions ſhall become payable by Virtue of theſe Preſents, then the ſaid Sum or Sums of Money appointed to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one thouſand Years ſhall for the Time being belong, by Virtue of the Limitations abovementioned; and ſo much thereof as ſhall be then raiſed, ſhall be paid to ſuch Perſon or Perſons in Reverſion or Remainder as aforeſaid. And upon this farther Truſt, that they the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators or Aſſigns, ſhall and do, by and out of the Rents, Iſſues and Profits of the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, ſo to them limited for one thouſand Years as aforeſaid, in the mean Time from and after the Deceaſe of the ſaid Sir *Andrew Aſton*, until the ſaid Portion or Portions of the ſaid Daughter and Daughters ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Daughter and Daughters, as the ſaid *John Jenks* and *Matthew Moor*, or the Survivor of them, his Executors or Adminiſtrators, ſhall in their Diſcretion think fit, ſo as the ſame exceed not in the whole the Intereſt of their ſaid reſpective Portions after the rate of 3 *l. per Cent. per Annum.* And upon this farther Truſt, that they the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the ſame Premiſſes expectant upon the ſaid Term of one thouſand Years ſhall for the Time being belong, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes, over and above ſo much thereof as ſhall from Time to Time be paid for the reſpective Maintenances and Education of ſuch Daughter and Daughters. Provided always, that the ſaid *John Jenks* and *Matthew Moor*, or the Survivor of them, his Executors or Adminiſtrators, ſhall not ſell or mortgage the ſaid Term of one thouſand Years, of and in the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited for the ſaid Term as aforeſaid, or any of them, or any Part thereof, until ſome one of the ſaid laſt mentioned Portions ſhall become payable by Virtue of theſe Preſents. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe there ſhall be no ſuch Daughter or Daughters of the Body of the ſaid Sir *Andrew Aſton* on the Body of the ſaid *Harriot*

payable at Twenty-one or Marriage, if after the Father's Death; elſe not till three Months after, unleſs by his Conſent.

Provided, that if only one Daughter, who ſurvives her Mother, ſhe ſhall have Half her Portion in her Father's Life-time.

Benefit of Survivorſhip among the Daughters, with Reſtriction as to the Sums.

If all die before a Portion payable, the Term to ceaſe.

Farther Truſt to raiſe Maintenance, &c.

at a certain Rate of Intereſt.

Farther Truſt, to permit Perſons intitled to receive the Reſidue.

No Sale, &c. until Portion payable.

If no ſuch Daughter,

riot Ellis his intended Wife to be begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after; or there being ſuch Daughter or Daughters, all of them ſhall happen to die before their or any of their ſaid Portions ſhall become payable by Virtue of theſe Preſents; or in Caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for Daughters Portions as aforeſaid, and alſo ſuch Maintenance in the mean Time, and until the ſame Portions ſhall become payable as aforeſaid, ſhall be by the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf aforementioned; or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one thouſand Years paid, or to the Good-liking of the ſaid *John Jenks* and *Matthew Moor*, or the Survivor of them, his Executors or Adminiſtrators, ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents: Or in Caſe all and every the ſaid Daughter and Daughters ſhall be preferred in Marriage in the Life-time of the ſaid Sir *Andrew Aſton* with Portions in Money, or in Lands of Inheritance equal in Value to the Portions hereby for them provided; or if ſuch Monies or Lands ſhall not be equal in Value to their ſaid Portions, and the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators or Aſſigns, ſhall thereupon, by and out of the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited for the Term of one thouſand Years as aforeſaid, raiſe and levy ſo much Monies as ſhall make up the Monies or Value of the Lands that ſhall be ſo advanced or given by the ſaid Sir *Andrew Aſton*, with or to his ſaid Daughters, to full ſo much as the ſaid Portions hereby provided for them ſhall amount unto; Then, and in any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of one thouſand Years, of and in the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, ſo limited for the ſame Term as aforeſaid, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby farther declared and agreed by and between the ſaid Parties to theſe Preſents, That no ſuch Portion or Portions to be given by the ſaid Sir *Andrew Aſton* in his Life-time to ſuch Daughter or Daughters, ſhall be deemed a Satisfaction for the Portion or Portions hereby provided for her or them, or any Part thereof as aforeſaid, in Caſe the ſaid Sir *Andrew* ſhall by Writing under his Hand declare his Intention to the contrary. Provided alſo, and it is hereby farther declared and agreed by and between the ſaid Parties to theſe Preſents, That whatever Monies ſhall be raiſed and paid unto or for ſuch Daughter or Daughters by Virtue of the aforeſaid Term of five hundred Years, ſhall be accepted and taken as and in Part of the Monies to be raiſed for her or them by Virtue of the ſaid Term of one thouſand Years, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid Sir *Andrew Aſton* (in Caſe he ſhall after the ſaid intended Marriage had, happen to ſurvive and overlive the ſaid *Harriot Ellis* his intended Wife) by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, to aſſign, limit and appoint the ſaid Manor of *Eaſt Quigg*, with the Appurtenances, and all thoſe the ſaid ſeveral Meſſuages or Tenements, Farms, Lands and Hereditaments, herein before mentioned to be ſituate and being in the ſeveral Pariſhes, Towns and Places of *Quigg*, *Wor*, *Xandale* and *Yeo*, or one of them, and to be in the ſeveral Tenures or Occupations of *Simon Strut*, *Vincent Viner* and *William Wall*, their reſpective Aſſigns or Under-Tenants; and alſo all thoſe Marſh-Lands, Tenements and Hereditaments herein before mentioned to be in the Tenure or Occupation of the ſaid *Simon Slade*, his Aſſigns or Under-Tenants, or any Part or Parts thereof, with the Appurtenances, to any Woman or Women, which he the ſaid Sir *Andrew Aſton* ſhall afterwards marry, either before or after ſuch Marriage, for the Life or Lives of ſuch Woman or Women, for her or their Jointure or Jointures, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided always nevertheleſs, and it is hereby farther declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid Sir *Andrew Aſton* and

or all die before Portion payable; or if Portions and Maintenances raiſed by Truſtees, or paid or ſecured by Reverſioner, &c.

or Daughter preferred by the Father with Land or Monies, and the Truſtees raiſe the Deficiency, if any,

then this Term to ceaſe.

Portions given by the Father not to be a Satisfaction, if he declares his Intention to the contrary.

Money paid by Virtue of the ſecond Term, to go in Satisfaction of Money to be raiſed under this third Term.

Power to the Huſband ſurviving, to appoint certain Parcels for any future Wives for Jointures.

Leaſing Power to Huſband, and Wife ſurviving him;

and the ſaid *Harriot Ellis* his intended Wife (in Caſe ſhe ſurvive him) as and when they ſhall reſpectively come into and be in Poſſeſſion of the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, herein before limited to them for their reſpective Lives as aforeſaid, or any Part thereof, by Virtue of the Limitations abovementioned, at any Time or Times hereafter during their reſpective Lives, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſame, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in Reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every of ſuch Leaſes there be contained a Clauſe of Re-entry, for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee or Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes, any Thing herein contained to the contrary thereof notwithſtanding. And whereas by Indenture of Leaſe bearing Date on or about the twenty-fifth Day of *July* which was in the Year of our Lord 1729. and made or mentioned to be made between the Dean and Chapter of the Cathedral Church of St. *Benedict* in *Glouceſter* of the one Part, and the ſaid Sir *Andrew Aſton* of the other Part, the ſaid Dean and Chapter, for the Conſiderations therein mentioned, did demiſe and grant unto the ſaid Sir *Dennis Aſton* all that their Wood called *Layton* Wood, containing by Eſtimation fifty Acres, more or leſs, lying at *Newnham* aforeſaid in the ſaid County of *Glouceſter*, and bounding to the Lands of the ſaid Dean and Chapter South Eaſt, and to the Highway leading to *Alton* South Weſt, and to the Lands of the ſaid Sir *Dennis Aſton* on all other Parts, and all the Timber and Timber-like Trees then growing or then after to grow on the Premiſſes during the ſaid Demiſe, with free Leave and Liberty to fell, cut down and carry away to his own Uſe the ſame or any Part thereof, when and as often as he pleaſed, together with the Herbage and Pawnage of the ſaid Wood, and all Ways, Eaſements, Profits and Commodities to the ſame belonging, or reputed or taken as Part or Parcel thereof; and alſo one Piece of Land called *Pye's Field*, containing by Eſtimation twelve Acres, and bounding to the Lands then or then late of *John Lund* South Weſt, and to the Lands then or then late of the ſaid Sir *Dennis Aſton* Eaſt and South; and one other Piece of Land in *Newnham* aforeſaid called the *Five Fields*, and containing by Eſtimation five Acres, more or leſs, bounding to *Norton* Wood North Weſt, and to Lands of the ſaid Sir *Dennis Aſton* North Eaſt and South (except as therein is mentioned to be excepted); To hold unto the ſaid Sir *Dennis Aſton*, his Executors and Aſſigns, from *Midſummer* then laſt paſt for the Term of twenty-one Years, at the yearly Rent of 3 *l.* 5 *s.* payable at *Michaelmas* only, as therein is mentioned, as in and by the ſaid recited Indenture, Relation being thereunto had, may more fully appear: Now this Indenture farther witneſſeth, That in Proſpect and Conſideration of the ſaid intended Marriage, and for other the Conſiderations aforeſaid, and alſo for and in Conſideration of the Sum of 10 *s.* of like lawful Money, to the ſaid Sir *Dennis Aſton* in Hand paid by the ſaid *John Jenks* and *Matthew Moor*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid Sir *Andrew Aſton* hath granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, bargain, ſell, aſſign and ſet over unto the ſaid *Matthew Moor* and *John Jenks*, their Executors, Adminiſtrators and Aſſigns, the ſaid Wood, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes in and by the ſaid recited Indenture of Leaſe granted and demiſed, or mentioned or intended ſo to be as aforeſaid, with their and every of their Appurtenances (except as therein is excepted); and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Benefit of Renewal, Claim and Demand whatſoever of him the ſaid Sir *Andrew Aſton*, of, in, to or out of the ſame Wood, Lands, Tenements, Hereditaments and Premiſſes, every or any Part or Parcel thereof, by Virtue of the ſaid recited Indenture of Leaſe, and Laſt Will and Teſtament of the ſaid Sir *Dennis Aſton*, or either of them, or otherwiſe howſoever; To have and to hold the

with Reſtrictions as to the Term, in Poſſeſſion,

beſt Rent,

without Fine,

not *ſans* Waſte,

Re-entry for Non-payment.

Leſſees to execute Counterparts.

Recital of a Church-Leaſe made to the Huſband's Father, of a Wood, &c.

The Huſband aſſigns the ſame to Truſtees.

the ſaid Wood, Lands, Tenements, Hereditaments and Premiſſes, hereby, or mentioned or intended to be hereby aſſigned, with the Appurtenances, unto the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of twenty-one Years therein (ſubject to the Rents and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained): Upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, In Truſt for the ſaid Sir *Andrew Aſton* and his Aſſigns, until the Solemnization of the ſaid intended Marriage; And from and after the Solemnization thereof, then upon Truſt that they the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid Sir *Andrew Aſton* and his Aſſigns, during ſo long Time of the ſaid Term of twenty-one Years as he ſhall live, to receive and take the clear Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; And from and after his Deceaſe, then in Truſt for, and for the Benefit of ſuch Son of the ſaid Sir *Andrew Aſton* on the Body of the ſaid *Harriot Ellis* his intended Wife to be begotten as ſhall firſt attain the Age of twenty-one Years, his Executors and Aſſigns, for and during all the then Reſidue of the ſaid Term; and in the mean Time after the Deceaſe of the ſaid Sir *Andrew Aſton*, to permit and ſuffer the Eldeſt or only Son for the Time being of the ſaid Sir *Andrew Aſton* by the ſaid *Harriot Ellis* his intended Wife, to receive and take the Rents and Profits of the ſame Leaſehold Premiſſes, to and for his and their own Uſe and Benefit: But in caſe none of the Sons of the ſaid Sir *Andrew Aſton* by the ſaid *Harriot Ellis* his intended Wife ſhall live to attain the ſaid Age of twenty-one Years, then in Truſt for the ſaid Sir *Andrew Aſton*, his Executors and Aſſigns, during the Reſidue of the ſaid Term of twenty-one Years therein. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that all new Leaſes which ſhall hereafter be taken of the ſaid Leaſehold Premiſſes, or any Part thereof, ſhall from Time to Time remain, continue, and be ſubject and liable to the like Truſts as are herein before declared of and concerning the ſame Premiſſes. And the ſaid Sir *Andrew Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *John Jenks* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns, that he the ſaid Sir *Andrew Aſton* ſhall and will, at his own proper Coſts and Charges during his Life, cauſe and procure the ſaid recited Leaſe of the ſaid hereby aſſigned Premiſſes to be renewed from Time to Time, and in ſuch Manner as the ſame hath been uſually renewed; and ſhall and will from Time to Time bear and pay all Fines, and other incident Charges, of and for ſuch Renewals. And the ſaid Sir *Andrew Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, farther covenant, promiſe and agree, to and with the ſaid *John Jenks* and *Matthew Moor*, their Heirs, Executors and Adminiſtrators, in Manner and Form following; that is to ſay, That the ſaid Freehold and Leaſehold Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Woods, Hereditaments and Premiſſes, herein before mentioned or intended to be hereby granted and releaſed, and aſſigned reſpectively as aforeſaid, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be, to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts and under and ſubject to the Proviſoes and Agreements in and by theſe Preſents mentioned, expreſſed and declared of and concerning the ſame reſpectively as aforeſaid; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Andrew Aſton*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under the ſaid Sir *Titus Aſton* and Sir *Dennis Aſton*, or either of them, or any other of the Anceſtors of the ſaid Sir *Andrew Aſton*; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid Sir *Andrew Aſton*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures,

Habendum

upon Truſts after declared, *viz.*

After the Marriage, to permit the Huſband to take the Profits during Life, and then in Truſt for ſuch Son of the Marriage as firſt ſhall attain Twenty-one, his Executors, *&c.*

In the mean Time, after the Deceaſe of the Huſband, to permit the eldeſt Son to take the Profits.

If no Son attain Twenty-one, then for the Father, his Executors, *&c.*

New Leaſes to be ſubject to the like Truſts.

The Huſband covenants to renew during Life.

The Huſband covenants with the Truſtees for quiet Enjoyment,

againſt Perſons claiming under him or his Anceſtors,

free from Incumbrances;

tures, Dowers, Right and Title of Dower, Uſes, Truſts, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeitures and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid Sir *Andrew Aſton*, Sir *Titus Aſton* and Sir *Dennis Aſton*, or any other of the Anceſtors of the ſaid Sir *Andrew Aſton*, or any of them, their or any of their Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for them or any of them, or from, by or under their or any of their Acts, Means, Aſſent, Conſent or Procurement, except the ſaid Sum of 5000 *l.* yet due and owing for the Portions of the ſaid *Walter* and *Harriot Aſton*, and the growing Intereſt thereof as aforeſaid, againſt which the ſaid Term of five hundred Years and the Premiſſes therein comprized are made a collateral Security, in Manner herein before mentioned; and alſo except a certain Term of one thouſand Years of and in the Premiſſes, or ſome Part thereof, created by the Marriage-Settlement of the ſaid Sir *Dennis Aſton* for raiſing Portions for the younger Children of that Marriage, and which when the ſaid 5000 *l.* and Intereſt is paid in Manner aforeſaid, is to be aſſigned to attend the Inheritance of the Premiſſes hereby ſettled, and to be ſubſervient to the Uſes and Eſtates hereby limited thereof as aforeſaid; and except the Rents and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and which from henceforth on the Tenants or Leſſees Part are or ought to be paid, done and performed; and alſo except ſuch Leaſes of the Premiſſes, or any Part thereof, whereupon the improved yearly Rents are reſerved and made payable. And moreover, that he the ſaid Sir *Andrew Aſton*, his Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either at Law or in Equity, of, in, to or out of the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under the ſaid *Titus Aſton* and Sir *Dennis Aſton*, or either of them (except the Perſon and Perſons whoſe Eſtates and Intereſts are herein before excepted, for and in Reſpect of ſuch their ſaid excepted Eſtates and Intereſts only) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *John Jenks* and *Matthew Moor*, or the Survivor of them, his Executors or Adminiſtrators, but at the proper Coſts and Charges of the ſaid Sir *Andrew Aſton*, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch farther and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, for the farther, better, more perfect and abſolute Granting and Conveying of the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, herein before mentioned to be hereby granted and aſſigned reſpectively as aforeſaid, with their and every of their Appurtenances, unto and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively as aforeſaid, as by the ſaid *John Jenks* and *Matthew Moor*, or the Survivor of them, his Executors or Adminiſtrators, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch farther Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

except the above Sum due for Portions;

and a Term, which on Payment of that Sum is to be aſſigned to attend, *&c.*

and except Rents and Covenants in the Leaſe,

and except Leaſes.

Covenant for farther Aſſurances.

A Settlement before Marriage of Freehold and Copyhold Eſtates (the Portion, Part paid, Part ſecured) to make a Jointure (in a Particular Manner) by way of Rent-charge. Uſual Limitations. Terms to raiſe Portions and Maintenances for younger Children, or Daughters, there being no Son. Uſual Clauſes. Leaſing Power. Free from Incumbrances, except Rents, &c. The Wife's Uncle covenants to pay Part of the Portion, and to ſurrender Copyhold to the Uſe of the Husband by way of Mortgage, to ſecure that Part. See the Margin throughout. N° 9.

THIS Indenture quadrupartite, made the tenth Day of *May Anno Domini* 1732. and in the fifth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King, *&c.* between *Abel Archer* of *Bradden* in the Pariſh of *Cadwell* in the County of *Devon*, Eſq; of the firſt Part; *Ezra Ellis*, ſenior, of *Fixley* in the ſaid County of *Devon*, Eſq; and *Gertrude Ellis*, Spinſter, Daughter of the ſaid *Ezra Ellis*, of the ſecond Part; *Henry Ellis*, of *Irrill* in the ſame County, Eſq; Uncle of the ſaid *Gertrude*, of the third Part; and *Kenrick Ellis*, Eſq; only Brother of Sir *Luke Ellis* of *London*, Bart. and *Ezra Ellis*, junior, Eſq; Son and Heir Apparent of the ſaid *Ezra Ellis*, ſenior, of the fourth Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Abel Archer* and the ſaid *Gertrude Ellis:* Now this Indenture witneſſeth, That in Proſpect and Conſideration of the ſaid intended Marriage, and alſo in Conſideration of the Sum of 6000*l.* of lawful Money of *Great Britain*, the Marriage-Portion of the ſaid *Gertrude*, paid and ſecured to be made in Manner following, *viz.* 4000*l.* (Part thereof) in Hand paid by the ſaid *Ezra Ellis*, ſenior, to the ſaid *Abel Archer*, at or before the Enſealing and Delivery of theſe Preſents, in full Payment and Satisfaction of and for all Portions, Proviſions, Sum and Sums of Money made and provided, or agreed to be raiſed for the ſaid *Gertrude* by the Marriage-Settlement of the ſaid *Ezra Ellis*, ſenior, as one of his Children, only in caſe of his having a Son or Sons, by Virtue of the Term of ſix hundred Years therein limited for that Purpoſe, but not as a Daughter, on Failure of Iſſue Male of his Body by Virtue of the two ſeveral Terms of one thouſand Years and one thouſand Years in the ſame Settlement in that Behalf limited; and alſo in full Payment and Satisfaction of and for the Sum of 1000*l.* (given to the ſaid *Gertrude* by the Laſt Will and Teſtament of her Uncle *Mark Ellis* deceaſed) now in the Hands of the ſaid *Ezra Ellis*, ſenior, and all Intereſt due or to grow due for the ſame, and of and for all other Contingents, Benefit and Advantage whatſoever, by Survivorſhip or otherwiſe, which ſhe now hath, or hereafter can or may have or claim by Virtue of the ſame Will, the Receipt and Payment of which ſaid Sum of 4000*l.* accordingly he the ſaid *Abel Archer* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Ezra Ellis*, ſenior, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents; and the Sum of 2000*l.* (Reſidue of the aforeſaid 6000*l.* Portion) ſecured to be paid by the ſaid *Henry Ellis* to the ſaid *Abel Archer*, his Executors or Adminiſtrators, in Manner herein after mentioned, within three Months next after the Deceaſe of the ſaid *Henry Ellis*; and for making ſome Proviſion of Maintenance for the ſaid *Gertrude Ellis*, in caſe ſhe ſhall, after the ſaid intended Marriage had, happen to ſurvive and outlive the ſaid *Abel Archer* her intended Huſband; and for ſettling and aſſuring the Manors, Meſſuages, Lands, Tenements and Hereditaments, both Freehold and Copyhold, herein after mentioned to be hereby granted and releaſed, and covenanted to be ſurrendered reſpectively, with the Appurtenances, to, for and upon ſuch Uſes, Truſts, Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Powers, Limitations and Agreements, as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; and for and in Conſideration of the Sum of 10*s.* of like lawful Money, to the ſaid *Abel Archer* in Hand paid by the ſaid *Kenrick Ellis* and *Ezra Ellis*, junior, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof

The Parties.

The intended Marriage recited.

In Conſideration of the Marriage, and the Lady's Marriage-Portion paid and ſecured, (*viz.*) Part paid in full of her Father's Marriage-Settlement, and of a Legacy by an Uncle's Will, and Intereſt;

and Part ſecured to be paid after the Death of another Uncle; and for providing a Maintenance for her, and for ſettling Manors, *&c.* Freehold and Copyhold.

the Huſband grants Releaſes, &c.

whereof is hereby acknowledged, he the ſaid *Abel Archer* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm, unto the ſaid *Kenrick Ellis* and *Ezra Ellis*, junior, their Heirs and Aſſigns, all that the Manor of *Nort* in the ſaid County of *Devon*, with all and ſingular its Rights, Members and Appurtenances; and alſo all that Farm called *Nort*, ſituate, lying and being within the Pariſh of *Orwend* in the ſaid County of *Devon*, together with all and ſingular the Meſſuages, Buildings, Barns, Stables, Stalls, Gardens, Orchards, Lands, Tenements, Ways, Paſſages, Eaſements, Commons and Hereditaments whatſoever, with their Appurtenances, to the ſaid Farm of *Nort* belonging or in any wiſe appertaining, or therewith uſed, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, ſome time in the Tenure or Occupation of *Philip Pratt*, and now or late of *Robert Roll*, his Under-Tenants or Aſſigns; and alſo all that Capital Meſſuage commonly called or known by the Name of *Cadwell*, or by whatſoever other Name or Names the ſame is called or known, together with all Out-houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Stalls, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Feedings, Sheep-downs, Ways, Paſſages, Eaſements, Profits, Commodities, Hereditaments and Appurtenances whatſoever to the ſaid Capital Meſſuage belonging or in any wiſe appertaining, or therewith uſed, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, ſituate, lying and being within the Pariſhes of *Cadwell* and *Orwend*, or one of them, in the ſaid County of *Devon*, and late or ſome time in the Tenures or Occupations of *Abel Archer* deceaſed, Father of the ſaid *Abel Archer* Party hereunto, and of *Saul Strut*, or one of them, and now or late of the ſaid *Abel Archer* Party hereunto, and *Thomas Treby*, or one of them, their or one of their Under-Tenants or Aſſigns; and alſo all that Tenement, and the Lands with the Appurtenances thereunto belonging, ſituate and being in *Orwend* aforeſaid, late or ſome time in the Tenure or Occupation of the ſaid *Saul Strut*, and now or late of the ſaid *Robert Roll*, his Under-Tenants or Aſſigns; and alſo all that the Manor of *Van* in the ſaid County of *Devon*, with it Rights, Members and Appurtenances [*Many more Parcels*]; all which ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before granted and releaſed, were the Inheritance of *Walter Archer*, Great Grandfather of the ſaid *Abel Archer* Party hereunto, and of the ſaid *Abel Archer* the Father, or one of them, and deſcended and came to the ſaid *Abel Archer* Party hereunto, after the Deceaſe of the ſaid *Abel Archer* the Father, as his only Son and Heir, or by Virtue of ſome Settlement or Settlements thereof made, and the ſaid *Abel Archer* Party hereunto is now ſeiſed in Fee of the ſame Premiſſes, by Virtue of two Common Recoveries by him lately ſuffered thereof; and all that Meſſuage or Tenement, Barn and Garden, and all thoſe fifteen Acres of Freehold Land, more or leſs, belonging to the Houſe now or late called *Xandale*; and all thoſe ſeveral Pieces or Parcels of Land next herein after mentioned, that is to ſay, three Pieces or Parcels of Land containing by Eſtimation five Acres, more or leſs, whereof one Piece is called the *Yeofield*, containing two Acres; and alſo two Acres called *Zell*, and alſo one Acre lying in *Amton*, and alſo one Acre of Land lying in *Barden*; and alſo one Acre of Arable Land called *Crowton*'s Acre, lying in the Common Lanes called *Crowton*'s *Lanes*, abutting to the Lands late of *Denzil Dun* towards the North, and to the Lands late of *Edward Edge* towards the Eaſt; and alſo two Acres of Arable Land in *Fund*, abutting to *Cetten Ditch*, and to the Lands now or late of the ſaid *Edward Edge* on both Sides [*Here follow more Parcels*]; which ſaid Meſſuage or Tenement, Pieces or Parcels of Land and Premiſſes laſt herein before granted and releaſed, are ſituate, lying and being in the Borough of *Harne* within the ſaid Pariſh of *Orwend*, and late were in the Tenure or Occupation of *John Joy*, his Aſſigns or Under-Tenants, and contain in the whole by Eſtimation thirty-ſix Acres, be the ſame more or leſs; and alſo all thoſe two Pieces or Parcels of Meadow or Paſture Land, with the Appurtenances, lying and being in the Borough of *Harne* aforeſaid, in the ſaid Pariſh of *Orwend*, commonly called and known by the Name of *Kettens*, or by whatſoever other Name or Names the ſame are called or known, containing by Eſtimation ſixteen Acres, be the ſame more or leſs, now or late in the Tenure or Occupation of the ſaid *Robert Roll*, his Aſſigns or Under-Tenants, and before that of *Luke Lane* or his Aſſigns, and were

ſome

ſome time the Eſtate of *Mark Lane*, Mercer, deceaſed, and afterwards of *Noah Norris* and *Olivia* his Wife, or one of them; and alſo all thoſe Freehold Lands, Tenements and Hereditaments, ſituate, lying and being in *Orwend* aforeſaid, *Panto* and *Cadwell*, ſome or one of them, in the ſaid County of *Devon*, and next herein after mentioned and deſcribed; (that is to ſay) certain Lands lying in *Quig* called the *Reynes*, containing by Eſtimation ſix Acres, and certain Lands lying in the Borough of *Harne*, containing by Eſtimation nine Acres; and alſo four Acres of Land, more or leſs, formerly *Sam*'s; and alſo one Parcel of Land containing by Eſtimation three Acres, lying in *Eaſt Harne*, and bounding to the Lands now or late of *Titus Tall* on the Eaſt, to Lands late of *Vincent Veal* on the North and Weſt, and to Lands late of *William Wayne* on the South, [*Here follow more Deſcriptions*, &c.] or in what other Manner ſoever the ſaid Lands and Premiſſes laſt mentioned, or any Part or Parcel thereof, are or is butted or bounded; all which ſaid Freehold Lands, Hereditaments and Premiſſes laſt herein before granted and releaſed, late were in the Tenure or Occupation of *Xerxes Xoll*, Yeoman, his Aſſigns or Under-Tenants; and alſo all that one Piece or Parcel of Meadow Land containing by Eſtimation one Acre, be the ſame more or leſs, lying and being in the common Fields of *Harne* in the Borough of *Harne* aforeſaid, in the ſaid Pariſh of *Orwend*, abutting and bounding to the Lands of *Zacheus Zouch*, Eſq; to the North, and to the Lands which the ſaid *Abel Archer* Party hereunto lately purchaſed of *Adam Allen* and his Wife to the South, or in whatſoever other Manner the ſame is butted and bounded, late in the Tenure or Occupation of *Bryan Beal*, his Aſſigns or Under-Tenants; and all that Piece or Parcel of Arable Land containing by Eſtimation half an Acre, more or leſs, with the Appurtenances, ſituate and being in *Harne* aforeſaid, in the Pariſh of *Orwend* aforeſaid, late in the Tenure or Occupation of *Caleb Cater*, his Aſſigns or Under-Tenants; and all that one Piece of Arable Land called *Dell*, containing by Eſtimation four Acres, be the ſame more or leſs, abutting to the Land of the ſame *Abel Archer* on the Eaſt and North, and lying and being in the ſaid Pariſh of *Orwend*, and holden of the Manor of *Orwend* by the yearly Rent of 8 *d.* all which ſaid Meſſuage or Tenement, Pieces or Parcels of Land, Hereditaments and Premiſſes laſt herein before granted and releaſed, were lately bought and purchaſed by the ſaid *Abel Archer* Party hereunto, to him and his Heirs, of and from *Edmund Eades*, *Noah Norris* and *Olivia* his Wife, and the ſaid *Caleb Cater*, ſome or one of them reſpectively; and all Houſes, Out-houſes, Edifices, Buildings, Yards, Gardens, Orchards, Ways, Paths, Paſſages, Waters, Water-Courſes, Hedges, Ditches, Fences, Balks, Commons, Common of Paſture, Woods, Underwoods, Eaſements, Profits, Commodities, Advantages, Emoluments, Lands, Tenements, Hereditaments and Appurtenances whatſoever, to the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, herein before granted and releaſed, or mentioned ſo to be, every or any Part thereof, belonging or in any wiſe appertaining, or with the ſame or any Part thereof now or at any Time heretofore uſed, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member thereof or of any Part thereof; all which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, are now in the ſeveral Tenures, Poſſeſſions or Occupations of *Robert Roll*, *Saul Strut*, and the ſaid *Abel Archer* Party hereunto, ſome or one of them, their or ſome or one of their Aſſigns, Leſſees or Under-Tenants; and alſo all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, being Freehold and not Copyhold, of him the ſaid *Abel Archer* Party hereunto, ſituate, lying and being in the ſeveral Pariſhes or Places of *Cadwell*, *Orwend* and *Harne* aforeſaid, every or any of them, or elſewhere in the ſaid County of *Devon*, with their and every of their Appurtenances (except out of theſe Preſents, and the Grant and Releaſe hereby made, all that Freehold Meſſuage or Tenement, with all the Barns, Buildings, Cloſes, Yards, Gardens, Orchards, and one Croft of Land with the Appurtenances, containing by Eſtimation three Acres, more or leſs, now or late *Giles*'s, and formerly *Hart*'s, to the ſame Meſſuage or Tenement belonging or appertaining, or reputed to belong or appertain, ſituate, lying and being in *Orwend* aforeſaid, with the Appurtenances, which ſaid excepted Meſſuage, Croft and Premiſſes, are Parcel of the Eſtate and Hereditaments lately purchaſed by the ſaid *Abel Archer* Party hereunto, of and from the

General Words.

General Words, excluding the Grantor's Copyholds.

An Exception of Lands.

Bargain for a Year mentioned.

ſaid *Adam Allen)*; All which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be (except as aforeſaid) are now in the actual Poſſeſſion of the ſaid *Kenrick Ellis* and *Ezra Ellis* junior, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Abel Archer*, Party hereunto, for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Kenrick Ellis* and *Ezra Ellis* junior, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and

General Words.

provided; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, hereby, or mentioned to be hereby granted and releaſed, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law or in Equity, of him the ſaid *Abel Archer*, Party hereunto, of, in, to or out of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, every

Habendum

or any Part or Parcel thereof; To have and to hold the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances (except before excepted) unto the ſaid *Kenrick Ellis* and *Ezra Ellis* junior, their Heirs and Aſſigns, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Powers, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, To the Uſe of the ſaid *Abel Archer*, Party hereunto, and his Heirs, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then as to, for and concerning all and ſo much and ſuch Part or Parts of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes herein before mentioned, or intended to be hereby granted and releaſed, as are ſituate, lying and being in *Nort* and *Cadwell* aforeſaid, or either of them, in the ſaid County of *Devon*, with the Appurtenances, to the Uſe and Behoof of the ſaid *Abel Archer* Party hereto, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after his Deceaſe, then to the Uſe of the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, their Executors, Adminiſtrators and Aſſigns, for and during the Term of ſix hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame Term; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term, and ſubject thereto, to the Uſe of the ſaid *Abel Archer* Party hereunto, his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And as to, for and concerning all other the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned or intended to be hereby granted and releaſed, ſituate, lying and being in the ſeveral Pariſhes of *Orwend* and *Harne* aforeſaid, every or any of them, or elſewhere in the ſaid County of *Devon*, whereof no Uſe is herein before declared to take Effect after the Solemnization of the ſaid intended Marriage, with their Appurtenances (except before excepted) to the Uſe of the ſaid *Abel Archer* Party hereunto and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; And from and after the Determination of that Eſtate, then to the Uſe and Behoof of the ſaid *Kenrick Ellis* and *Ezra Ellis* junior, and their Heirs, during the Life of the ſame *Abel Archer*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſame *Abel Archer* and his Aſſigns during his Life to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; And from and after his Deceaſe, then to the Uſe, Intent and Purpoſe, that immediately from and after the Deceaſe of the ſaid *Abel Archer* Party hereunto, ſhe the ſaid *Gertrude Ellis* and her Aſſigns, ſhall and may Yearly and every Year, for and during the Term of her natural Life, have, receive and take, by and out of the ſaid Manors,

upon Truſts, &c. after declared, *viz.*

After the Marriage, as to Part,

to the Huſband for Life, *ſans* Waſte; Remainder to Truſtees, for a long Term,

ſans Waſte, upon Truſts, &c. after declared;

Remainder to the Huſband in Fee.

As to other Part,

to the Huſband for Life, *ſans* Waſte; Remainder to Truſtees, to ſupport, &c.

And after the Huſband's Deceaſe that the Wife may during Life

Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in *Orwend* and *Harne* aforeſaid, every or any of them (except before excepted) one Annuity, yearly Rent or Sum of 400 *l.* or 600 *l.* as the Caſe may happen, upon the Contingency next herein after mentioned: that is to ſay, in Caſe there ſhall be a Son or Sons of the Body of the ſaid *Abel Archer*, Party hereunto, on the Body of the ſaid *Gertrude* his intended Wife lawfully begotten living at the Death of the ſame *Abel Archer*, or afterwards born alive, then one Annuity, yearly Rent or Sum of 400 *l.* of lawful Money of *Great Britain* only; and in Caſe there ſhall be no ſuch Son or Sons living at the Deceaſe of the ſame *Abel Archer*, or which ſhall be afterwards born alive, or being ſuch, all of them ſhall happen to die without Iſſue Male in the Life-time of the ſaid *Gertrude Ellis*, then one Annuity, yearly Rent or Sum of 600 *l.* of like lawful Money; the ſame Annuity or yearly Sums of 400 *l.* or 600 *l.* (as the Caſe may happen upon the Contingency aforeſaid) to be in full for the Jointure of the ſaid *Gertrude Ellis*, and in Lieu, Bar and Satisfaction of and for the Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all or any the Manors, Meſſuages, Lands, Tenements and Hereditaments of the ſaid *Abel Archer* her intended Huſband, or whereof or wherein he or any Perſon or Perſons in Truſt for him ſhall be ſeiſed or poſſeſſed of any Eſtate of Freehold or Inheritance, during the Coverture between them; and to be paid and payable to her the ſaid *Gertrude* or her Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, at the four moſt uſual Feaſts or Days of Payment in the Year; that is to ſay, the Feaſts of the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, the Birth of our Lord Chriſt, and the Annunciation of the bleſſed Virgin *Mary*, by even and equal Portions, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe; the firſt Payment thereof to begin and to be made on ſuch of the ſame Feaſts or Days of Payment as ſhall next happen after the Deceaſe of the ſaid *Abel Archer* Party hereunto. And to this farther Intent and Purpoſe, That if it ſhall happen that the ſaid Annuity, yearly Rent or Sum of 400 *l.* or 600 *l.* (as the Caſe may be, upon the Contingency aforeſaid) or any Part thereof, ſhall be behind or unpaid by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days of Payment herein before appointed for Payment of the ſame as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Gertrude Ellis* and her Aſſigns, into and upon all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, out of which the ſame Annuities are to be iſſuing as aforeſaid, or into and upon any Part or Parts thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to ſell and diſpoſe thereof, according to due Courſe of Law, until ſhe or they ſhall be duly ſatisfied and paid the ſaid Annuity, yearly Rent or Sum of 400 *l.* or 600 *l.* (as the Caſe may be upon the Contingency aforeſaid) and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times in that Behalf afore-mentioned. Provided always, That in Caſe the ſaid Annuity, yearly Rent or Sum of 400 *l.* or 600 *l.* as the Caſe may happen upon the Contingency aforeſaid) or any Part thereof, ſhall be behind or unpaid by the Space of forty Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *Gertrude Ellis* and her Aſſigns, into and upon the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, out of which the ſame Annuities are to be iſſuing as aforeſaid, or into and upon any Part or Parts thereof, in the Name of the whole, to enter, and the ſame to have, hold and enjoy, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall be thereby or therewith, or otherwiſe fully ſatisfied and paid the ſaid Annuity, yearly Rent or Sum of 400 *l.* or 600 *l* (as the Caſe may happen as aforeſaid) and all Arrears thereof, and alſo ſo much thereof as ſhall incur and grow due during ſuch Time as ſhe ſhall continue in Poſſeſſion of the ſame Premiſſes after ſuch Entry as aforeſaid, together with ſuch Loſs, Coſts, Charges, Damages and Expences as ſhall be occaſioned by Non-payment thereof, as the Days and Times herein before for that Purpoſe appointed.

have an Annuity (more or leſs, upon the Contingency of a Son ſurviving the Father or not) for Jointure, in Bar of Dower,

payable Quarterly.

On Non-payment at a certain Day, Power to her to diſtrain, &c.

And on Non-payment at a farther Day, Power to her to enter and enjoy,

until paid, with Coſts, &c.

and (chargeable with such Annuity) the same Manors, &c. to Truſtees for a Term, upon Truſts after declared;

pointed. And as to, for and concerning the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes (ſo charged and chargeable with the ſaid Annuity, yearly Rent or Sum of 400 *l.* or 600 *l.* as the Caſe may be, and ſuch Remedies for the ſame as aforeſaid) from and immediately after the Deceaſe of the ſaid *Abel Archer*, Party hereunto, to the Uſe of the ſaid *Ezra Ellis*, ſenior, and *Henry Ellis*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing, and fully to be compleat and ended; Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, as are herein after mentioned, expreſſed and declared of and concerning the ſame Term. And from and after the End,

and ſubject thereto, to the firſt and other Sons of the Marriage ſucceſſively in Tail Male.

Expiration, or other ſooner Determination of the ſame Term, and ſubject thereto, to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Abel Archer* Party hereunto, on the Body of the ſaid *Gertrude* his intended Wife lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, and of all and every other the Son and Sons of the Body of the ſaid *Abel Archer* Party hereunto, on the Body of the ſaid *Gertrude* his intended Wife lawfully to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body being always preferred, and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies

In Default of ſuch Iſſue, to Truſtees for a long Term, *ſans* Waſte, upon Truſts, &c. after declared.

iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Kenrick Ellis* and *Ezra Ellis* junior, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of five hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and de-

Remainder to the Huſband in Fee.

clared of and concerning the ſame Term. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of five hundred Years, to the Uſe and Behoof of the ſaid *Abel Archer* Party hereunto, his Heirs and

The Truſts of the firſt Term deciared,

Aſſigns for ever. And as to, for and concerning the aforeſaid Term of ninety-nine Years, herein before limited to the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſame is ſo

for the better Payment of the Jointure.

limited to them, in Truſt for the farther and better ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 400 *l.* or 600 *l.* (as the Caſe may happen upon the Contingency aforeſaid) unto the ſaid *Gertrude Ellis*, for her Life, in Manner

On Non-payment, &c.

aforeſaid: And therefore if the ſame Annuity or yearly Rent of 400 *l.* or 600 *l.* (as the Caſe may happen as aforeſaid) or any Part thereof, ſhall happen to be behind or unpaid to her the ſaid *Gertrude Ellis* or her Aſſigns, by the Space of forty Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is

Power to the Truſtees to levy the ſame.

herein before appointed to be paid as aforeſaid, then upon Truſt that they the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, their Executors, Adminiſtrators and Aſſigns, ſhall and do from Time to Time, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes ſo to them limited for ninety-nine Years as aforeſaid, or by Demiſing, Leaſing or Mortgaging the ſame Premiſſes or any Part thereof, for all or any Part of the ſaid Term of ninety-nine Years therein, to raiſe, levy and pay ſuch Sum and Sums of Money as ſhall be ſufficient to pay and ſatisfy unto her the ſaid *Gertrude Ellis* and her Aſſigns during her natural Life, the ſaid Annuity, yearly Rent or Sum of 400 *l.* or 600 *l.* (as the Caſe may happen on the Contingency aforeſaid) or ſo much thereof as ſhall from Time to Time ſo happen to be behind and unpaid, together with all ſuch

with Coſts, &c.

Coſts, Charges and Expences as ſhe the ſaid *Gertrude*, or the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, her Truſtees, their Executors, Adminiſtrators or Aſſigns, or any of them, ſhall ſuſtain, expend or be put unto, for or by reaſon of the

and to permit Perſons intitled to receive the Overplus.

Non-payment thereof at the Days and Times, and in Manner firſt herein before in that Behalf mentioned. And alſo ſhall and do permit and ſuffer ſuch Perſon or Perſons as ſhall for the Time being be intitled to the Reverſion or Remainder of the

the ſame Manors, Lands, Hereditaments and Premiſſes expectant on the Determination of the ſaid Term of ninety-nine Years therein, to receive and take the Reſidue and Overplus of the Rents and Profits thereof, over and above what ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid Annuity, yearly Rent or Sum of 400 *l.* or 600 *l.* (as the Caſe may be) and all Arrears thereof, and all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts, to and for his and their own Uſe and Benefit. And upon this farther Truſt, that in the mean Time and until Default ſhall be made of or in Payment of the ſaid Annuity or Rent-charge of 400 *l.* or 600 *l.* (as the Caſe may happen) or ſome Part thereof, contrary to the true Intent and Meaning of theſe Preſents, they the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons in Reverſion or Remainder as aforeſaid, to receive and take all the Rents and Profits of the Premiſſes chargeable therewith, to and for his and their own Uſe and Benefit. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That from and after the Deceaſe of the ſaid *Gertrude Ellis*, and Payment of all Arrears which ſhall be then due of the ſaid Annuity or yearly Rent of 400 *l.* or 600 *l.* (as the Caſe may be) together with all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts, then and at all Times from thenceforth the ſaid Term of ninety-nine Years, of and in the ſaid Manors, Lands, Hereditaments and Premiſſes, therein comprized as aforeſaid, or ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And as to, for and concerning the ſaid Term of ſix hundred Years, herein before limited to the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, That the ſame is ſo limited to them, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, That in caſe there ſhall be one or more Child or Children of the ſaid *Abel Archer* Party hereunto on the Body of the ſaid *Gertrude* his intended Wife begotten (beſides an Eldeſt or only Son) then upon Truſt that they the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, their Executors, Adminiſtrators or Aſſigns, ſhall and do after the Deceaſe of the ſaid *Abel Archer* Party hereunto, and not before or ſooner (unleſs with the expreſs Conſent of the ſaid *Abel Archer*, teſtified in Writing under his Hand and Seal) by Demiſe, Sale or Mortgage of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes, in the ſame Term comprized, or of any competent Part thereof, for all or any Part of the ſame Term, or by ſuch other Ways or Means as they the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall think fit, raiſe and levy, or borrow and take up at Intereſt the Sum of 4000 *l.* of lawful Money of *Great Britain*, for the Portion or Portions of all and every ſuch Child or Children (except an Eldeſt or only Son) to be equally divided between or amongſt them (if more than one) Share and Share alike; and to be paid to ſuch of them as ſhall be a Son or Sons, at the Age of twenty-one Years; and to ſuch of them as ſhall be a Daughter or Daughters, at the Age of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid *Abel Archer* Party hereunto; but if before, then within three Calendar Months next after his Deceaſe, and not ſooner, unleſs with ſuch Conſent as aforeſaid. Provided always, That in Caſe any of the ſame Children, being a Son or Sons, ſhall die before the Age of twenty-one Years or being a Daughter or Daughters, ſhall die before the ſaid Age of twenty-one Years or Marriage, then the Portion or Portions of him, her or them ſo dying, ſhall go and be paid unto and amongſt the Survivors or Survivor, or others or other of them, equally between them, Share and Share alike (if more than one) when the original Portion or Portions of ſuch ſurviving Child or Children ſhall become payable as aforeſaid. Provided alſo, That in caſe all the ſame Children ſhall die before ſuch their ſaid reſpective Age or Marriage, then the ſaid Sum of 4000 *l.* ſo to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of the Perſon or Perſons next in Reverſion

And, until Default of Payment, to permit them to receive the whole.

Proviſo for ceaſing this Term upon her Death, and full Payment, &c.

The Truſt, &c. of the ſecond Term declared,

to raiſe a Sum certain for Portions for younger Children.

Not till the Father's Death, unleſs with his Conſent.

To be equally divided; to Sons at twenty-one; to Daughters at twenty-one or Marriage;

with Benefit of Survivorſhip.

If all die before Portion payable, the Money not to be raiſed.

verſion or Remainder of the Premiſſes expectant on the ſaid Term of ſix hundred Years hereby limited; and then alſo ſo much thereof as ſhall be then raiſed, ſhall be paid to the ſame Perſon or Perſons in Reverſion or Remainder as aforeſaid.

Farther Truſt as to Maintenances,

And upon further Truſt, that they the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, their Executors, Adminiſtrators and Aſſigns, ſhall and do by and out of the Rents and Profits of the ſaid Premiſſes comprized in the ſaid Term of ſix hundred Years, or any Part thereof, as ſoon as may be after the Deceaſe of the ſaid *Abel Archer* Party hereunto, and until the ſaid Portion or Portions of the ſaid younger Child or Children ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay, for the Maintenance and Education of the ſame Child or Children ſuch yearly Sum or Sums of Money as they the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, or the Survivor of them, or the Executors or Adminiſtrators or ſuch Survivor, ſhall think fit; ſo always, that ſuch yearly Maintenance exceed not in the whole the Intereſt of the reſpective Portions of the ſame Children, after the Rate of 4 *l. per Cent. per Annum.*

at a certain Rate of Intereſt.

And upon this farther Truſt, that they the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, until ſome one of the ſame Portions become payable, permit and ſuffer the Perſon or Perſons in Reverſion or Remainder immediately expectant on the ſaid Term of ſix hundred Years to receive and take the Reſidue of the Rents and Profits of the ſame Premiſſes comprized in the ſaid Term of ſix hundred Years, over and above ſo much thereof as ſhall from Time to Time be paid or become payable for the Maintenance and Education of ſuch Child or Children as aforeſaid.

And further Truſt, until Portion payable, to permit Perſons intitled to take the Reſidue of the Profits.

Provided always, That no ſuch Demiſe, Sale or Mortgage as aforeſaid, ſhall be made until ſome one of the ſaid Portions of the ſaid younger Children ſhall become payable as aforeſaid.

No Demiſe, &c. till Portion payable.

Provided alſo, That in caſe there ſhall be no ſuch Child or Children of the ſaid *Abel Archer* Party hereunto on the Body of the ſaid *Gertrude* his intended Wife to be begotten (ſave an Eldeſt or only Son as aforeſaid) or there being ſuch Child or Children, all of them ſhall die before ſuch their ſaid reſpective Age or Marriage; or in caſe the ſaid Sum of 4000 *l.* before limited and appointed to be raiſed for his, her or their Portion or Portions as aforeſaid, and alſo ſuch Maintenance in the mean Time and until the ſame Portion or Portions ſhall become payable as aforeſaid, ſhall be by the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, their Executors, Adminiſtrators and Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by the ſaid *Abel Archer* Party hereunto, his Heirs or Aſſigns, paid, or to the Good-liking of the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, or the Survivor of them, his Executors or Adminiſtrators, ſecured to be paid, according to the Purport, true Intent and Meaning of theſe Preſents: Then and in every or any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of ſix hundred Years of and in the Premiſſes therein comprized, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

If no ſuch Child, or all die before Age or Marriage, or Portion and Maintenance raiſed, or paid or ſecured by the Father,

then the Reſidue of this Term to ceaſe.

Provided farther, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, That in caſe the ſaid *Abel Archer* Party hereunto ſhall at any Time or Times hereafter, to the Good-liking of the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, or the Survivor of them, his Executors or Adminiſtrators, (teſtified in Writing under his or their Hands and Seals, or Hand and Seal) well and effectually ſecure the Payment as well of the ſaid laſt mentioned Sum of 4000 *l.* for the Portion and Portions of ſuch his Child or Children (not being an Eldeſt or only Son as aforeſaid) as alſo ſuch Maintenance as aforeſaid, in the mean Time and until the ſame Portion or Portions ſhall become payable, upon or out of any other Manors, Meſſuages, Lands, Tenements or Hereditaments (not herein before granted and releaſed, or mentioned ſo to be) of ſufficient Eſtate and Value for that Purpoſe; then and in ſuch Caſe, and immediately thereupon and from thenceforth, the ſaid Term of ſix hundred Years, herein before limited to the ſaid *Ezra Ellis* ſenior and *Henry Ellis*, their Executors, Adminiſtrators and Aſſigns, of and in the ſaid Meſſuages, Hereditaments and Premiſſes therein comprized, or mentioned, or intended to ſo be, and all and every the Truſts of the ſame Term, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding.

If the Father with Approbation of the Truſtees ſecures the Portions and Maintenance upon other Lands, &c.

then this ſecond Term to ceaſe.

And as to, for and concerning the

the ſaid Term of five hundred Years, herein before limited to the ſaid *Kenrick Ellis* and *Ezra Ellis*, junior, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſame is ſo limited to them, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes as are herein after mentioned, expreſſed and declared of and concerning the ſame Term; that is to ſay, In caſe the ſaid *Abel Archer* Party hereunto, ſhall die without Iſſue Male of his Body on the Body of the ſaid *Gertrude* his intended Wife to be begotten; or being ſuch, all of them ſhall die without Iſſue Male of his or their Body or Bodies, and that there be Iſſue one or more Daughter or Daughters of the ſaid *Abel Archer* Party hereunto on the Body of the ſaid *Gertrude* his intended Wife begotten living at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after, then upon Truſt that they the ſaid *Kenrick Ellis* and *Ezra Ellis*, junior, their Executors, Adminiſtrators and Aſſigns, ſhall and do after the Commencement of the ſaid Term of five hundred Years, and not before or ſooner, unleſs with the expreſs Conſent of the ſaid *Abel Archer* Party hereunto, and *Gertrude* his intended Wife, or the Survivor of them, teſtified in Writing under his, her or their Hands and Seals, or Hand and Seal, by Demiſe, Sale or Mortgage of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſame Term comprized, or of a competent Part thereof, for all or any Part of the ſame Term, and by and with the Rents and Profits thereof, in the mean Time and until ſuch Sale, over and above ſuch Part of the ſaid Rents and Profits as ſhall be applied for the Maintenance and Education of ſuch Daughter or Daughters as is herein after mentioned, raiſe and levy, or borrow and take up at Intereſt, ſuch Sum and Sums of Money, for the Portion and Portions of all and every ſuch Daughter and Daughters, as are herein after mentioned; that is to ſay, If but one ſuch Daughter, then the Sum of 6000 *l.* of lawful Money of *Great Britain*, for her Portion, to be paid her at her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen, if ſuch Time of Payment happen after the Commencement of the ſaid Term of five hundred Years; but if before, then within three Calendar Months after the Commencement of the ſame Term, and not ſooner (unleſs with ſuch Conſent as aforeſaid;) and if there ſhall be two or more ſuch Daughters, then the Sum of 8000 *l.* of like Money, for their Portions, to be equally divided between and amongſt them, Share and Share alike, and to be paid to them reſpectively at their reſpective Age of twenty-one Years or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Commencement of the ſame Term; but if before, then within three Calendar Months after the Commencement thereof, and not ſooner, unleſs with ſuch Conſent as aforeſaid. Provided always, That in caſe any of the ſame Daughters ſhall happen to die before ſhe or they ſhall attain the ſaid Age of twenty-one Years or be married, then the Portion or Portions of her or them ſo dying ſhall go and be paid to and amongſt the Survivors or Survivor of them, to be equally divided between them, Share and Share alike, (if more than one) when the original Portion or Portions of ſuch ſurviving Daughter or Danghters ſhall become payable as aforeſaid, ſo as no one of them ſhall have above the Sum of 6000 *l.* for her Portion. Provided alſo, That in Caſe all the ſaid Daughters ſhall happen to die before any of them ſhall attain the Age of twenty-one Years or be married, then the ſaid Sum and Sums of Money appointed to be raiſed for their Portion or Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of the Perſon or Perſons next in Reverſion or Remainder of the ſaid Premiſſes expectant on the ſaid Term of five hundred Years therein; and then alſo ſo much thereof as ſhall be then raiſed, ſhall be paid to the ſame Perſon or Perſons in Reverſion or Remainder as aforeſaid. And upon this farther Truſt, that they the ſaid *Kenrick Ellis* and *Ezra Ellis*, junior, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents and Profits of the Premiſſes comprized in the ſaid Term of five hundred Years, or any Part thereof, as ſoon as may be after the Deceaſe of the ſaid *Abel Archer* Party hereunto, without Iſſue Male by the ſaid *Gertrude* his intended Wife, and until the ſaid Portion or Portions of the ſaid Daughter or Daughters ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay, for the Maintenance and Education of the ſame Daughter or Daughters, ſuch yearly Sum and Sums of Mo-

The Truſts, &c. of the third Term declared.

If no Iſſue Male, to raiſe Portions for Daughters

(at what Time, with Conſent of Huſband and Wife, or the Survivor) by Demiſe, &c.

Different Sums, according to the Number of them.

Benefit of Survivorſhip among them.

If all die before Portion payable, the Money not to be raiſed.

Farther Truſt out of Rents to raiſe Maintenance, &c.

ney as they the ſaid *Kenrick Ellis* and *Ezra Ellis*, junior, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, ſo always that ſuch yearly Maintenances ſhall not exceed in the whole the Intereſt of the reſpective Portions of ſuch Daughter or Daughters, after the Rate of 4 *l. per Cent. per Annum.* Provided always, That no ſuch Sale or Mortgage as is laſt herein before mentioned ſhall be made, until ſome one of the ſaid laſt mentioned Portions ſhall become payable. Provided always, That in caſe there ſhall be no ſuch Daughter or Daughters of the ſaid *Abel Archer* Party hereunto on the Body of the ſaid *Gertrude* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after; or there being ſuch Daughter or Daughters, all of them ſhall happen to die before any of them ſhall attain the Age of twenty-one Years, or be married; or in caſe the ſaid Sum or Sums of Money before limited and appointed to be raiſed for ſuch Daughters Portions as aforeſaid, and alſo ſuch Maintenance in the mean Time, and until the ſame Portion or Portions ſhall become payable as aforeſaid, ſhall be by the ſaid laſt named Truſtees, their Executors, Adminiſtrators or Aſſigns, raiſed, levied and paid by the Ways and Means in that Behalf aforementioned; or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the ſame Premiſſes expectant on the ſaid Term of five hundred Years therein paid, or to the Good-liking of the ſame Truſtees, or the Survivor of them, his Executors or Adminiſtrators, ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents: Then and in every of the ſaid Caſes, and at all Times from thenceforth the ſaid Term of five hundred Years, of and in the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine and be utterly void, to all Intents and Purpoſes, any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That if the ſaid *Abel Archer* Party hereunto ſhall advance and prefer ſuch his Daughter or Daughters in Marriage with a Portion or Portions in his Life-time, or that any Sum or Sums of Money ſhall be raiſed for them or any of them by Virtue of the aforeſaid Term of ſix hundred Years, or the Truſts thereof; then and in ſuch Caſe ſuch Portion and Portions and Money ſhall be accounted as Part, if leſs in Value than the Portion or Portions laſt herein before provided or intended for the ſame Daughter or Daughters; but if as much or more in Value, then in full of the ſame Portion or Portions, unleſs he the ſaid *Abel Archer* ſhall by Writing under his Hand declare the contrary, any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. And this Indenture farther witneſſeth, That in Conſideration of the ſaid intended Marriage, and Marriage-Portion, and for other the Conſiderations aforeſaid, he the ſaid *Abel Archer* Party hereunto doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Kenrick Ellis*, and *Ezra Ellis*, junior, their Heirs, Executors and Adminiſtrators, that he the ſaid *Abel Archer* Party hereunto ſhall and will forthwith, or as ſoon as conveniently may be after the Solemnization of the ſaid intended Marriage, by Surrender, or Common Recovery or Recoveries, in the Court to be holden for the Manor of *Orwend*, in the ſaid County of *Devon*, according to the Cuſtom of the ſaid Manor, or by other lawful Ways and Means, convey, ſettle and aſſure all and ſingular his Copyhold Meſſuages or Tenements, Lands and Hereditaments, holden of the ſame Manor, and herein after mentioned; (that is to ſay) [*Here follow the Parcels*] and alſo all other the Copyhold or cuſtomary Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Abel Archer* Party hereunto, holden of the aforeſaid Manor of *Harne*, with their and every of their Appurtenances, to the Uſe of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Manner and Form as the ſaid Freehold Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted and releaſed, in the Pariſhes or Places of *Orwend* and *Harne* aforeſaid, are herein before limited, or mentioned or intended to be limited, to take Effect after the Solemnization of the ſaid intended Marriage, or as near thereto as the Nature and Tenure of the ſaid Copyhold Premiſſes will admit (except only as to the ſaid Eſtate for Life, limited for ſupporting contingent

at a certain Rate of Intereſt.

No Sale, &c. until Portion payable.

If no ſuch Daughters, &c.

or the Portions and Maintenances be raiſed,

or paid or ſecured by the Reverſioner, &c.

this Term, &c. to ceaſe.

Proviſo, if the Father prefers any of them, or any Money be raiſed by the ſecond Term, be accounted in Part or in full, unleſs the Father declare the contrary.

The Huſband covenants to ſettle Copyholds

for ſuch Eſtates as the Freeholds (above, &c.) are ſettled, or as near as may be, except the Eſtate for Life, &c.

contingent Remainders, and the ſaid two ſeveral Terms of ninety-nine Years and five hundred Years, limited in the ſame Freehold Premiſſes) but ſubject nevertheleſs to the better Raiſing, Paying and Securing of the ſaid Annuity, yearly Rent or Sum of 400 *l.* or 600 *l.* (as the Caſe may happen upon the Contingency aforeſaid) unto the ſaid *Gertrude Ellis* and her Aſſigns during her Life, in ſuch Manner and at ſuch Times as are herein before appointed for the Payment of the ſame. Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Abel Archer* Party hereunto, at any Time or Times hereafter during his Life, by Indenture under his Hand and Seal, to demiſe or leaſe all or any Part of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, except the former Leaſe be within one Year of expiring; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof, the beſt and moſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by Way of Fine or Income, for or in Reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved; and ſo as the Leſſee or Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Abel Archer* Party hereunto doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Kenrick Ellis* and *Ezra Ellis*, junior, their Heirs, Executors and Adminiſtrators, in Manner and Form following; that is to ſay, That all and every the aforeſaid Freehold and Copyhold Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, herein before mentioned or intended to be hereby granted and releaſed, and covenanted to be conveyed and aſſured reſpectively as aforeſaid (except before excepted) ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements in and by theſe Preſents mentioned, expreſſed and declared of and concerning the ſame reſpectively as aforeſaid; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Abel Archer* Party hereunto, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Abel Archer* Party hereunto, his Heirs Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entry, Cauſe and Cauſes of Forfeitures and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Abel Archer* Party hereunto, his Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever, other than and except the Rents and Services from henceforth to grow due to the chief Lord or Lords of the Fee or Fees of the Premiſſes, for or in reſpect of his or their Seigniory or Seigniories; and except ſuch Leaſes of the Premiſſes, or any Part thereof, whereupon the improved yearly Rent is reſerved and made payable. And moreover, that he the ſaid *Abel Archer* Party hereunto and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either at Law or in Equity, of, in, to or out of the ſaid Freehold and Copyhold Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, hereby, or mentioned or intended to be hereby granted and releaſed, and covenanted to be aſſured reſpectively, or any of them, or any Part thereof, from, by or under, or in Truſt for him, or them, ſhall

and the two Terms for Years, but ſubject to the Jointure.

Leaſing Power to the Huſband, with Reſtrictions as to the Term in Poſſeſſion, beſt Rent, without Fine,

not *ſans*, Waſte.

Clauſe of Re-entry on Non-payment.

Leſſees to execute Counterparts.

The Huſband covenants for quiet Enjoyment,

free from Incumbrances,

except Rents and Services to chief Lords, and Leaſes on which improved Rents are reſerved.

Covenant for farther Aſſurances.

ſhall and will from Time to Time, and at any Time or Times hereafter, upon every reaſonable Requeſt of the ſaid *Kenrick Ellis* and *Ezra Ellis*, junior, or the Survivor of them, his Executors or Adminiſtrators, but at the proper Coſts and Charges in the Law of the ſaid *Abel Archer* Party hereunto, his Heirs, Executors, or Adminiſtrators, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch farther and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe, for the farther, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, herein before mentioned to be hereby granted and releaſed, and covenanted to be conveyed and aſſured reſpectively as aforeſaid, with their and every of their Appurtenances, unto and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively as aforeſaid, as by the ſaid *Kenrick Ellis* and *Ezra Ellis* junior, or the Survivor of them, his Heirs, Executors or Adminiſtrators, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch farther Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And

Covenant by an Uncle of the Lady,

this Indenture farther witneſſeth, That in Conſideration of the ſaid intended Marriage, and of the Settlement herein before made or mentioned to be made by the ſaid *Abel Archer* Party hereunto, in Manner aforeſaid, he the ſaid *Henry Ellis* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Abel Archer* Party hereunto, his Executors and Adminiſtrators, That in Caſe the ſaid intended Marriage ſhall take Effect, then the Heirs, Executors, or Adminiſtrators of the ſaid *Henry Ellis*, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Abel Archer*, his Executors or Adminiſtrators, the ſaid Sum of 2000 *l.* of lawful Money of *Great Britain*, Reſidue of the ſaid Portion of 6000 *l.* within the Space of three Months next after the Deceaſe of him the ſaid *Henry Ellis*. And for the farther and more effectual Securing the Payment of the ſame Sum of 2000 *l.* as aforeſaid, he the ſaid *Henry Ellis* doth hereby for himſelf, his Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Abel Archer* Party hereunto, his Executors and Adminiſtrators, that he the ſaid *Henry Ellis* or his Heirs, ſhall and will forthwith, or as ſoon as conveniently may be, ſurrender, or cauſe to be ſurrendered, into the Hands of the Lord or Lords of the Manor of *Irril* in the ſaid County of *Devon*, according to the Cuſtom of the ſame Manor, all that Meſſuage or Tenement called [*Here follow Parcels*] and alſo all Houſes, Outhouſes, Buildings, Ways, Waters, Water-courſes, Commons, Privileges, Eaſements, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatſoever, to the ſaid laſt mentioned Meſſuages or Tenements, Lands, Hereditaments and Premiſſes belonging or appertaining, or therewith uſed or enjoyed, or reputed as Part thereof; To the Uſe of the ſaid *Abel Archer* Party hereunto, his Heirs and Aſſigns, according to the Cuſtom of the ſaid Manor of *Aſhdon*: Under and ſubject nevertheleſs to a Proviſo or Condition in ſuch Surrender or Surrenders to be contained for making void the ſame on Payment by the Heirs, Executors or Adminiſtrators of the ſaid *Henry Ellis*, unto the ſaid *Abel Archer*, Party hereunto, his Executors or Adminiſtrators, of the ſaid Sum of 2000 *l.* Reſidue of the ſaid Portion of 6000 *l.* in three Months next after the Deceaſe of the ſaid *Henry Ellis*, according to his Covenant herein before in that Behalf contained. In witneſs, *&c.*

that his Heirs, *&c.* ſhall pay the reſt of the Portion within three Months after his Death.

He covenants to ſurrender Copyhold

to the Uſe of the Huſband by Way of Mortgage,

to ſecure that Part of the Portion.

2

A Settlement

A Settlement before Marriage, of Lands, Monies, and Bank-Annuities of the Wife, and Bank-Annuities of the Husband. The intended Wife grants, releases, &c. Usual Limitations to Sons; Remainder to Daughters in Common, with Cross Remainders; Remainder to Wife's Appointee, or to her in Fee. Leasing-Power to Husband and Wife. Agreement as to the Annuities, &c. to be invested in a Purchase, and settled. The Wife's Estates for Life to be in Bar of Dower. A Term to raise Portions and Maintenances for Children. Future Settlement to contain certain Clauses, &c. Proper Power and Indemnity to the Trustees of this Personal Estate. N° 10.

THIS Indenture quadrupartite, made the fifteenth Day of *March Anno Domini* 1719. and in the sixth Year of the Reign of, *&c.* between *Austin Allen* of the City of *London*, Merchant, of the first Part, *Barbara Bell* of *Coxhall* in the County of *Derby*, Spinster, of the second Part, *Ezekiel Eades* of *Fotton* in the County of *Glocester*, Esq; and *Henry Bell* of *London*, Gent. of the third Part, and *James Jones* Citizen and Embroiderer of *London*, and *Kenelm Bell* Citizen and Distiller of *London*, of the fourth Part. Whereas a Marriage is intended, by the Permission of God, to be shortly had and solemnized between the said *Austin Allen* and the said *Barbara Bell*. And whereas the said *Barbara Bell* is and stands seised of an Estate of Inheritance in Fee-Simple to her and her Heirs, of and in the Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and released, and is possessed of or intitled unto the Sum of 1200 *l.* due and owing to her upon several Mortgages and real Securities of Lands and Tenements in the Counties of *Lincoln* and *Monmouth*, or one of them, and is also possessed of or intitled unto the farther Sum of 1200 *l.* in Money, all which amount together to the Sum or Value of 3600 *l.* or thereabouts, and are so accepted and taken by the said *Austin Allen*, as and for and in full of the Marriage-Portion of her the said *Barbara Bell* his intended Wife. And whereas in Prospect and Consideration of the said intended Marriage, the said *Barbara Bell* hath on the Day of the Date hereof, with the Privity and Consent of the said *Austin Allen* her intended Husband, testified by his being a Party to, and his Sealing and Delivery of these Presents, assigned the said Mortgages and Securities, and the Monies thereupon due and owing, unto the said *Ezekiel Eades* and *Henry Bell*, their Executors, Administrators and Assigns, by two several Writings or Deeds Poll indorsed on the said Securities, or some of them, and hath also on the Day of the Date hereof, with the like Privity and Consent of the said *Austin Allen*, testified as aforesaid, laid out the other of the aforesaid Sums of 1200 *l.* in the Purchase of Annuities (in the Capital or Joint-Stock of 910,000 *l.* erected by Act of Parliament in the first Year of his present Majesty's Reign, and attended with Annuities at 5 *l. per Cent. per Annum*, redeemable by Parliament) commonly called *Bank-Annuities*, and transferred the same unto the said *Ezekiel Eades* and *Henry Bell*, in the Transfer-Books for that Purpose kept, and hath also agreed to settle and convey the said Lands, Tenements and Hereditaments, whereof she stands seised as aforesaid, to such Uses, upon such Trusts, and to and for such Intents and Purposes as are herein after mentioned, expressed and declared of and concerning the same. And whereas the said *Austin Allen*, in Prospect and Consideration of the said intended Marriage, and for other the Considerations aforesaid, hath laid out the Sum of 3600 *l.* in the Purchase of the like Annuities in the aforesaid Capital or Joint-Stock, and hath this Day transferred the same unto the said *Ezekiel Eades* and *Henry Bell*, in the Transfer-Books before-mentioned: Now this Indenture witnesseth, That in Pursuance of the said recited Agreement, and in Consideration of the said intended Marriage, and for Settling and Conveying the said Lands, Tenements and Hereditaments, herein after mentioned to be hereby granted and released, in such Manner as is herein after expressed, and for and in Consideration of the Sum of 10 *s.* of lawful

The Parties.

The intended Marriage recited.

And that the Woman is seised and possessed, *&c.*

And that she this Day, with the Privity of the Husband, assigned her Mortgages to Trustees, and laid out her Money in Bank Annuities, and transferred the same to Trustees, and agreed to settle her Lands as after mentioned.

And that the Husband has laid out a Sum in the Purchase of such Annuities, and has transferred the same to the same Trustees.

The Consideration, the Marriage, and for settling the Lands, *&c.*

lawful Money of *Great Britain*, to the ſaid *Auſtin Allen* in Hand paid by the ſaid *Ezekiel Eades* and *Henry Bell*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Barbara Bell*, by and with the Privity and Conſent of the ſaid *Auſtin Allen* her intended Huſband, teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents, hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Ezekiel Eades* and *Henry Bell*, their Heirs and Aſſigns, all that Capital Meſſuage or Tenement, with the Appurtenances, called or known by the Name of *Nettens*, ſituate, lying and being in the Pariſh of *Orwend* in the County of *Pembroke*, and all Barns, Out-houſes, Dove-houſes, Orchards, Gardens, and all other Hereditaments whatſoever, to the ſaid Meſſuage or Tenement in any wiſe belonging or appertaining, or to or with the ſame now or at any Time heretofore uſed, letten, occupied or enjoyed, now or late in the Tenure or Occupation of *Robert Rich* Huſbandman, his Under-Tenants or Aſſigns; and alſo all that one Field or Parcel of Arable and Paſture Land commonly called or known by the Name of *Sansfield*, containing by Eſtimation twenty-ſix Acres, more or leſs; one other Field called *Tamfield*, now divided into two Parcels, containing by Eſtimation twenty-five Acres, more or leſs [*Here follow more Parcels*;] one Piece of Marſh-Ground called *Uns Farm*, containing by Eſtimation ten Acres, more or leſs; and three other Parcels of Marſh-Ground called *Notten End*, adjoining to *Wam Mill*, containing by Eſtimation twenty Acres, more or leſs; and all other the Lands, Arable, Meadow, Paſture, and Marſh-Grounds, formerly purchaſed by *Henry Bell*, late Citizen and Sadler of *London*, deceaſed, Father of the ſaid *Barbara Bell*, of and from *Xerxes Xoll* of the Pariſh of *Yar* in the ſaid County of *Derby*, Gent. and *Zacheus Zouch* of *Alton* in the County of *Bucks*, Gent. ſituate, lying and being within the ſeveral Pariſhes, Precincts or Fields of *Orwend* aforeſaid and *Cleden*, or either of them, in the ſaid County of *Pembroke*, together with all Feedings, Commons, Common of Paſture, Marſhes and Marſh-Grounds, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid Capital Meſſuage or Tenements, Lands, Hereditaments and Premiſſes, every or any of them belonging or in any wiſe appertaining, or otherwiſe or with any Part thereof uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof; which ſaid Lands, Grounds, Hereditaments and Premiſſes, now are or late were in the Tenure, Poſſeſſion or Occupation of the ſaid *Robert Rich*, his Under-Tenants or Aſſigns, (All which ſaid Capital Meſſuage or Tenement, Lands, Hereditaments and Premiſſes herein before mentioned or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Ezekiel Eades* and *Henry Bell*, Parties hereunto, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Barbara Bell*, for the Term of one whole Year, commencing from the Feaſt of the Birth of our Lord Chriſt laſt paſt before the Date hereof, in Conſideration of 5*s.* to her paid by the ſaid *Ezekiel Eades* and *Henry Bell* Party hereto, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and made or mentioned to be made between the ſaid *Barbara Bell* of the one Part, and the ſaid *Ezekiel Eades* and *Henry Bell* Party hereto, of the other Part, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of the ſaid Capital Meſſuage or Tenement, Land, Hereditaments and Premiſſes, mentioned, or intended to be hereby conveyed, and of every of them, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and Equity, of her the ſaid *Barbara Bell*, of, in, to or out of the ſaid Capital Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Capital Meſſuage or Tenement, Lands, Hereditaments, and all and ſingular other the Premiſſes mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Ezekiel Eades* and *Henry Bell* Party hereto, their Heirs and Aſſigns, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed

The Wife, with Privity, &c. grants Releaſes, &c.

The Parcels.

Bargain for a Year mentioned.

General Words.

Habendum

expreſſed and declared of and concerning the ſame; that is to ſay, to the Uſe and Behoof of the ſaid *Barbara Bell* and her Heirs, until the Solemnization of the ſaid intended Marriage; And from and after the Solemnization thereof, then to the Uſe and Behoof of the ſaid *Auſtin Allen* and *Barbara* his intended Wife, for and during the Term of their natural Lives, and the Life of the longer Liver of them, without Impeachment of or for any Manner of Waſte; And from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Ezekiel Eades*, and *Henry Bell*, Party hereto, and their Heirs, during the Lives of the ſaid *Auſtin Allen* and *Barbara* his intended Wife, and the Life of the longer Liver of them; upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Auſtin Allen* and *Barbara* his intended Wife, and the Survivor of them, during their Lives, and the Life of the longer Liver of them, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit. And from and after the ſeveral Deceaſes of them the ſaid *Auſtin Allen* and *Barbara* his intended Wife, and the Deceaſe of the Survivor of them, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Auſtin Allen* on the Body of the ſaid *Barbara* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *Auſtin Allen* on the Body of the ſaid *Barbara* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons of the Body of the ſaid *Auſtin Allen* on the Body of the ſaid *Barbara* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing always to be preferred, and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of all and every the Daughters (if more than one) of the Body of the ſaid *Auſtin Allen* on the Body of the ſaid *Barbara* his intended Wife to be begotten, to be equally divided amongſt them, Share and Share alike, to take as Tenants in Common, and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Bodies of all and every ſuch Daughters lawfully iſſuing. And in caſe one or more of ſuch Daughters ſhall happen to die without Iſſue of her or their Body or Bodies, then as to the Share or Shares of her or them ſo dying, to the Uſe of the Survivors or others of them, Share and Share alike, to take as Tenants in Common, and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of their Bodies lawfully iſſuing. And in caſe all ſuch Daughters but one ſhall happen to die without Iſſue, or if there ſhall be but one ſuch Daughter, then to the Uſe of ſuch only Daughter, and of the Heirs of her Body lawfully iſſuing; and for Default of all ſuch Iſſue, then to the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Barbara Bell*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, ſhall by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, from Time to Time direct, limit or appoint; And in Default of ſuch Direction, Limitation and Appointment, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates or Intereſts thereby limited ſhall reſpectively end and determine, then to the Uſe and Behoof of her the ſaid *Barbara Bell*, and of her Heirs and Aſſigns for ever. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Auſtin Allen*, at any Time or Times during his Life, and after his Deceaſe to and for the ſaid *Barbara Bell* his intended Wife, at any Time or Times during her Life, by Indenture under their reſpective Hands and

after the Marriage, to Huſband and Wife, and the Survivor for Life, *ſans* Waſte; Remainder to Truſtees, to preſerve, *&c.*

Remainder to the firſt and other Sons of the Marriage ſucceſſively in Tail Male.

Remainder to the Daughters as Tenants in Common in Tail,

with Croſs Remainders.

Or if but one, then to her in Tail. Remainder to ſuch Perſon, *&c.* as the Wife ſhall appoint.

In Default of Appointment, to her and her Heirs.

Leaſing Power to Huſband and Wife reſpectively.

and Seals, to demiſe or leaſe the ſaid Capital Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, mentioned or intended to be hereby conveyed, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in Reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every of the ſaid Leaſes there be contained a Clauſe of Re-entry, for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee or Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Barbara Bell* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Ezekiel Eades* and *Henry Bell* Party hereto, their Heirs, Executors and Adminiſtrators, that ſhe the ſaid *Barbara Bell* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes mentioned or intended to be hereby conveyed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. And this Indenture farther witneſſeth, That in Conſideration of the ſaid intended Marriage, and for other the Conſiderations aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that the aforeſaid Mortgages and Securities, and Monies thereupon due, herein before recited to be aſſigned to the ſaid *Ezekiel Eades*, and *Henry Bell* Party hereto, their Executors, Adminiſtrators and Aſſigns as aforeſaid, and alſo the ſaid ſeveral Sums of 1200*l.* and 3600*l.* ſo laid out in the Purchaſe of Annuities or Stock, and herein before alſo recited to be transferred to the ſaid *Ezekiel Eades*, and *Henry Bell* Party hereto, as aforeſaid, were and are ſo aſſigned and transferred unto them as aforeſaid, upon this ſpecial Truſt and Confidence, that they the ſaid *Ezekiel Eades*, and *Henry Bell* Party hereto, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and do, with the Good-liking and Approbation of the ſaid *Auſtin Allen* and *Barbara* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, as ſoon after the Solemnization of the ſaid intended Marriage as a convenient Purchaſe or Purchaſes can be found and procured, ſell and diſpoſe of the ſaid Annuities or Stock ſo to them transferred as aforeſaid, for the beſt Price that can be reaſonably had or gotten for the ſame, and with ſuch Approbation as aforeſaid lay out and diſpoſe of the Monies ariſing by ſuch Sale, together with the ſaid Sum of 1200*l.* due and owing upon the ſaid recited Mortgages and Securities as aforeſaid, and every or any Part thereof, in a Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments of an Eſtate of Inheritance in Fee-ſimple in Poſſeſſion, in ſome convenient Place or Places in or within eighty Miles of the City of *London*, and thereupon ſettle, convey and aſſure, or cauſe and procure to be ſettled, conveyed and aſſured, all ſuch Meſſuages, Lands, Tenements or Hereditaments, ſo to be purchaſed as aforeſaid, to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, To the Uſe and Behoof of the ſaid *Auſtin Allen*, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; And from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Ezekiel Eades*, and *Henry Bell* Party hereto, and their Heirs, during the Life of the ſaid *Auſtin Allen*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Auſtin Allen* and his Aſſigns, during his Life to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; And from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Barbara* his intended Wife,

with Reſtrictions as to the Term, Poſſeſſion,

at the beſt Rent, without Fine, not *ſans* Waſte,

with Clauſe of Re-entry for Non-payment.

Leſſees to execute Counterparts.

The intended Wife covenants that ſhe has not incumbered.

Agreement, that the Securities and Annuities

are aſſigned and transferred, upon Truſt that the Truſtees, with Approbation of Huſband and Wife, or the Survivor,

ſell the ſame,

and inveſt the Money in a Purchaſe of Freehold in Fee,

and ſettle the ſame,

to the Uſe of the Huſband for Life, *ſans* Waſte; Remainder to Truſtees, to ſupport, &c.

Then to the Uſe of the Wife for Life, *ſans* Waſte.

Wife, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waſte; which together with the Eſtate for Life of the ſaid *Barbara*, of and in the Meſſuages, Lands, Tenements and Premiſſes, herein before mentioned to be hereby granted and releaſed, is to be, and is hereby declared and agreed to be in full of the Jointure of the ſaid *Barbara*, and in Lieu, Bar and full Satisfaction of and from all Dower, Thirds, and other Part and Share which ſhe the ſaid *Barbara* can or may have or claim, of, in, to or out of all or any the Real and Perſonal Eſtate, whereof the ſaid *Auſtin Allen* now is, or at any Time or Times hereafter during the Coverture between them ſhall be ſeiſed or poſſeſſed, or any ways intitled unto (other than ſuch Part thereof as the ſaid *Auſtin Allen* ſhall freely and voluntarily give her by his Laſt Will and Teſtament, or otherwiſe;) And from and after the ſeveral Deceaſes of the ſaid *Auſtin Allen* and *Barbara* his intended Wife, then to the Uſe of the ſaid *James Jones* and *Kenelm Bell*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of five hundred Years from thenceforth next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte: Upon ſuch Truſts and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of five hundred Years, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Auſtin Allen* on the Body of the ſaid *Barbara* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *Auſtin Allen* on the Body of the ſaid *Barbara* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons of the Body of the ſaid *Auſtin Allen* on the Body of the ſaid *Barbara* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing, always to be preferred, and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of all and every the Daughters (if more than one) of the Body of the ſaid *Auſtin Allen* on the Body of the ſaid *Barbara* his intended Wife to be begotten, to be equally divided amongſt them, Share and Share alike, to take as Tenants in Common, and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Bodies of all and every ſuch Daughters lawfully iſſuing; And in caſe one or more of ſuch Daughters ſhall happen to die without Iſſue of her or their Body or Bodies, then as to the Share or Shares of her or them ſo dying, to the Uſe of the Survivors or others of them, Share and Share alike, to take as Tenants in Common, not as Joint-Tenants, and of the ſeveral and reſpective Heirs of their Bodies lawfully iſſuing; And in caſe all ſuch Daughters but one ſhall happen to die without Iſſue, or if there ſhall be but one ſuch Daughter, then to the Uſe of ſuch only Daughter, and of the Heirs of her Body lawfully iſſuing. And for Default of all ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Auſtin Allen*, and of his Heirs and Aſſigns for ever. And as to, for and concerning the ſaid Term of five hundred Years, herein before directed to be limited to the ſaid *James Jones* and *Kenelm Bell*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſame is ſo directed to be to them limited as aforeſaid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, in caſe there ſhall be one or more Child or Children of the Body of the ſaid *Auſtin Allen* on the Body of the ſaid *Barbara* his intended Wife begotten (beſides an Eldeſt or only Son) then upon Truſt that they the ſaid *James Jones* and *Kenelm Bell*, their Executors, Adminiſtrators or Aſſigns, ſhall and do by Sale or Mortgage of their ſaid Term of five hundred Years, of and in

Both Eſtates for Life, in full of Jointure in Bar of Dower.

Remainder to Truſtees for a long Term, *ſans* Waſte,

upon Truſts, &c. after declared.

Remainder to the firſt and other Sons ſucceſſively in Tail Male.

Remainder to the Daughters as Tenants in Common, in Tail,

with Croſs Remainders.

If only one Daughter, to her in Tail.

Remainder to the Huſband in Fee.

The Truſt of the Term declared,

to raiſe a Sum for Portions for younger Children.

in the Lands, Tenements and Hereditaments ſo to be purchaſed as aforeſaid, or of and in a competent Part thereof, or by ſuch other Ways or Means as they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy, or borrow and take up at Intereſt the Sum of 3000 *l.* of lawful Money of *Great Britain*, for the Portion and Portions of all and every ſuch Child and Children (not being an Eldeſt or only Son as aforeſaid;) the ſame to be paid in Manner following; that is to ſay, If but one ſuch Child, then the ſaid whole Sum of 3000 *l.* to be paid to ſuch only Child; and if two or more ſuch Children, then the ſaid Sum of 3000 *l.* to be paid to and to be equally divided amongſt them, Share and Share alike; the Portion or Portions of ſuch of them as ſhall be a Son or Sons, to be paid at his or their reſpective Age or Ages of twenty-one Years; and the Portion or Portions of ſuch of them as ſhall be a Daughter or Daughters, to be paid at her or their reſpective Age or Ages of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen. And upon this farther Truſt, that in the mean Time, and until the ſame Portions ſhall become payable as aforeſaid, the ſame Truſtees, their Executors, Adminiſtrators or Aſſigns, ſhall and do by and out of the Rents, Iſſues and Profits of the ſame Lands, Tenements and Hereditaments, ſo to be purchaſed as aforeſaid, raiſe and levy ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children (not being an Eldeſt or only Son) as to the ſame Truſtees, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall ſeem meet; ſuch yearly Maintenance not exceeding in the whole the Intereſt of their reſpective Portions after the Rate of 5 *l. per Cent. per Annum.* And upon this farther Truſt, That they the ſaid *James Jones* and *Kenelm Bell*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, until ſome one of the ſaid Portions ſhall become payable, permit and ſuffer ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes to be purchaſed as aforeſaid, expectant upon the ſaid Term of five hundred Years, ſhall for the Time being belong or appertain by Virtue of theſe Preſents, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes, over and above ſo much thereof as ſhall be from Time to Time paid for the Maintenance or Education of ſuch Child or Children as aforeſaid. Provided always, That in Caſe any of the ſame Children ſhall happen to die before his or her or their Portion or Portions ſhall become payable as aforeſaid, then the Portion or Portions of ſuch of them ſo dying, ſhall go and be paid unto and be equally divided amongſt the Survivors or Survivor of them, when the original Portion or Portions of ſuch ſurviving Child or Children ſhall become payable as aforeſaid. Provided always, That in Caſe all the ſame Children ſhall happen to die before any of their ſaid Portions ſhall become payable as aforeſaid, then and in ſuch Caſe the ſaid Monies ſo to be raiſed for their Portions as aforeſaid, ſhall ceaſe, and not be raiſed. Provided alſo, That no ſuch Sale or Mortgage ſhall be made as aforeſaid, until ſome one of the Portions of the ſame Children ſhall become payable by Virtue of theſe Preſents. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That in Caſe there ſhall be no ſuch Child or Children of the Body of the ſaid *Auſtin Allen* on the Body of the ſaid *Barbara* his intended Wife to be begotten (other than the Eldeſt or only Son) or there being ſuch Child or Children, all of them ſhall happen to die before their or any of their ſaid Portions ſhall become payable by Virtue of theſe Preſents; or in Caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for the Portions of ſuch Children as aforeſaid, and alſo ſuch Maintenance in the mean Time and until the ſame Portions ſhall become payable, ſhall be by the ſaid *James Jones* and *Kenelm Bell*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the ſame Premiſſes expectant upon the ſaid Term of five hundred Years, paid, or to the Good-liking of the ſaid *James Jones* and *Kenelm Bell*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſecured to be paid, according to the Purport, true Intent and Meaning of theſe Preſents; Then and in any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of five hundred Years, of and in the Lands, Tenements and Hereditaments, ſo to be purchaſed and limited

The Manner of Payment.

and the Times.

And to raiſe Maintenance, &c.

not exceeding a certain Intereſt; and to permit Perſons intitled to receive the Overplus.

Benefit of Survivorſhip as to the Portions.

If all die before Portion payable, the Money to ceaſe.

No Sale, &c. till Portion payable;

If no ſuch Child, or all die before any Portion payable;

or if the ſame, &c. raiſed,

or paid or ſecured by Remainder man, &c.

the Reſidue of the Term to ceaſe.

limited for five hundred Years as aforeſaid, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. In which ſaid intended Settlement ſhall be contained a Proviſo or Power to and for the ſaid *Auſtin Allen*, at any Time or Times during his Life, and after his Deceaſe to and for the ſaid *Barbara* his intended Wife, at any Time or Times during her Life, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the Lands, Tenements or Hereditaments ſo to be purchaſed as aforeſaid, or any of them, or any Part or Parcel thereof, to any Perſon or Perſons, for any Term or Number of Years, not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, at the moſt and beſt improved yearly Rent, and under ſuch and the like other Reſtrictions and Limitations as are herein before mentioned concerning the like Power of Leaſing the Lands and Hereditaments above mentioned to be hereby granted and releaſed. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Ezekiel Eades* and *Henry Bell* Party hereto, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, with the Good-liking and Approbation of the ſaid *Auſtin Allen* and *Barbara* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, in the mean Time and until ſuch Purchaſe or Purchaſes as aforeſaid can be found out and procured, to ſell and diſpoſe of the ſaid Annuities or Stock ſo aſſigned and transferred as aforeſaid, and to lend and place out the Monies ariſing by ſuch Sale, and alſo the ſaid Sum of 1200 *l.* due and owing upon the ſaid recited Mortgages or Securities, or any Part thereof, from Time to Time, and as often as the ſame or any Part thereof ſhall be paid in or come to their Hands, upon any Publick or Private Security or Securities at Intereſt, or inveſt the ſame or any Part thereof in the Purchaſe of Stock in the Bank of *England*, *Eaſt-India* Company, *South-Sea* Company, or other Publick Stock or Fund, ſubject to the Truſts aforeſaid, and with ſuch Approbation as aforeſaid; and ſo from Time to Time to call in ſuch Monies ſo lent or placed out on Securities as aforeſaid, or ſell and diſpoſe of ſuch Stock ſo to be purchaſed, or any Part thereof, as often as they ſhall think fit, with ſuch Approbation as aforeſaid, and ſubject to the Truſts before-mentioned. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in the mean Time and until the ſaid Annuities or Stock and Monies ſhall be laid out and inveſted in a Purchaſe or Purchaſes of Lands, Tenements or Hereditaments as aforeſaid, all the Intereſt, Proceed and Produce that ſhall ariſe thereby, or be made thereof, ſhall be from Time to Time paid to and received by ſuch Perſon or Perſons as and to whom the Rents and Profits of the Premiſſes ſo to be purchaſed as aforeſaid, if purchaſed, would for the Time being belong, by Virtue of the Limitations in that Behalf above-mentioned. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſaid *Ezekiel Eades* and *Henry Bell* Party hereto, their Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for more Monies than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſaid Monies, Annuities or Stock, or any Part thereof, ſo as the ſame happen without their wilful Default; nor with or for any Defect or Inſufficiency in the Title of the Lands or Tenements ſo to be purchaſed, or whereupon the ſaid Monies or any Part thereof ſhall be lent or put out; nor the one of them for the other of them, or for the Acts, Deeds, Receipts or Diſburſements the one of the other, but each of them only for his own Acts, Deeds, Receipts and Diſburſements. And alſo, that it ſhall and may be lawful to and for the ſaid *Ezekiel Eades* and *Henry Bell* Party hereto, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, in the firſt Place, by and out of the Premiſſes to deduct and reimburſe themſelves all ſuch Loſs, Coſts, Charges, Damages and Expences, as they or any of them ſhall be put unto or ſuſtain, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. In witneſs, *&c.*

The Settlement to contain a Leaſing Power to Huſband and Wife ſucceſſively,

with the uſual Reſtrictions as above.

Power to the Truſtees, with Approbation of Huſband and Wife, and the Survivor, to ſell, place out, *&c.* at Intereſt, from Time to Time.

Till Purchaſe made, the Produce to go as the Rents of the Lands would, if purchaſed.

Truſtees chargeable only for their own Receipts, *&c.* and not for Loſſes, unleſs without wilful Default; Not for Defect of Title, and each only for his own Acts.

They may deduct Coſts, *&c.*

A Settlement

N° 11. *A Settlement before Marriage, being a Deed of Appointment of a Rent-charge by way of Jointure in Bar of Dower, in Purſuance of a Power given by a private Act of Parliament. There is alſo a Term raiſed for Pin-Money; a Term for the better Payment of the Jointure; a Settlement of the Wife's Portion, Stock, and* South-Sea *Annuities; and an additional Sum of the Husband, for Benefit of Huſband, Wife and Children.*

THIS Indenture tripartite, made the twentieth Day of *March* 1729. and in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain, France* and *Ireland*, King, Defender of the Faith, *&c.* between *Andrew Aſh* of *Bruton* in the County of *Cornwall*, Eſq; of the firſt Part, *Denzil Dunch* of *Enden* in the County of *Flint*, Eſq; *George Gyles*, Son and Heir Apparent of *Humphrey Gyles* of *Itton* in the County of *Kent*, Eſq; and *Lewis Lane* of *Marran* in the County of *Nottingham*, Eſq; of the ſecond Part, and *Olivia Owen* of *Purrow* in the County of *Rutland* Widow, and *Sophia Owen*, one of the Daughters of the ſaid *Olivia Owen*, of the third Part. Whereas in and by a certain Act of Parliament made and paſſed in the twelfth Year of the Reign of his late Majeſty King *George* the Firſt, intitled, An Act, [*Here the Title of the Act*] it was (*inter alia*) provided, declared and enacted, that it ſhould and might be lawful to and for the ſaid *Andrew Aſh*, in caſe he ſhould ſurvive *Tabitha Aſh* his then Wife, by any Deed or Deeds, Writing or Writings, to be by him ſealed and delivered in the Preſence of two or more Witneſſes, to grant, limit or appoint any Rent-charge, free from all Taxes and Reprizes, not exceeding 600 *l.* a Year, to be iſſuing out of and charged upon all or any of the Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments, limited in Uſe and confirmed to the ſaid *Tabitha Aſh* for her Life, for her Jointure (as in the ſaid Act was mentioned and recited) unto, upon, or to the Uſe of any Woman or Women that he the ſaid *Andrew Aſh* ſhould happen to marry after the Deceaſe of the ſaid *Tabitha Aſh*, for and during the natural Life or Lives of ſuch Woman or Women, to be in Lieu, Name or Stead of her or their Jointure or Jointures, and in Bar of her or their Dower or Dowers; to take Effect after the Deceaſe of the ſaid *Andrew Aſh*, with ſuch Powers of Diſtreſs and Entry, and other Proviſions for better Securing and Recovering the ſaid Rent-charge as were uſual in Caſes of that Nature, ſo as the ſame be no Prejudice to either of the Rents-charge therein before mentioned to be limited in Uſe to *Urſula Viner* (who is the Widow and Relict of *Walter Viner*, Eſq;) as by the ſaid Act of Parliament, Relation being thereunto had, may (among other Things) more fully and at large appear. And whereas the ſaid *Andrew Aſh* hath ſurvived the ſaid *Tabitha Aſh* his late Wife, who is ſome Time ſince deceaſed. And whereas a Marriage is intended by the Grace of God to be ſhortly had and ſolemnized between the ſaid *Andrew Aſh* and the ſaid *Sophia Owen*. And whereas the Portion, Eſtate and Fortune of the ſaid *Sophia Owen* conſiſts and is made up of the ſeveral Stocks, Funds and Securities for Money next herein after mentioned, *viz.* 750 *l.* Capital Stock in the *South-Sea* Company (lately ſtanding in the Name of the ſaid *Olivia Owen* in the Books of the ſaid Company) 2250 *l.* *South-Sea* Annuities (lately ſtanding in the Name of the ſaid *Sophia Owen* in the Books of the ſame Company) and the Sum or Value of 2000 *l.* of lawful Money of *Great Britain*, or thereabouts, to which ſhe the ſaid *Sophia Owen* is juſtly intitled, and which is ſecured, or due and owing to her, by or upon divers Funds or Securities in *Holland*. And whereas in Proſpect and Conſideration of the ſaid intended Marriage, and in Conſideration of the ſaid Marriage-Portion of the ſaid *Sophia Owen*, it was agreed by and between the ſaid *Andrew Aſh* and the ſaid *Olivia Owen*, and *Sophia* her Daughter, in Manner following (that is to ſay) That in caſe the ſaid intended Marriage ſhould take Effect, he the ſaid *Andrew Aſh* ſhould ſecure unto the ſaid *Sophia Owen* his intended Wife, for her ſeparate Uſe, excluſive of the ſaid *Andrew Aſh*, in Manner herein after mentioned, during the ſaid intended Coverture between them, the yearly Rent or Sum of 200 *l.* of lawful Money of *Great Britain*, free of Taxes; and

A private Act of Parliament recited, whereby the now intended Huſband (who then had married a Wife) is enabled, if he ſurvives, to grant a Rent-charge to any future Wife, for her Jointure.

Recital of the Death of the former Wife, and of the intended Marriage, and of the *Quantum* and Species of the intended Portion, being South-Sea Stock, South-Sea Annuities, and Money out upon Securities.

An Agreement for Pin-Money recited,

and that he the ſaid *Andrew Aſh* ſhould, in Purſuance of the ſaid Power to him for that Purpoſe given in and by the ſaid recited Act of Parliament, grant, limit and appoint unto the ſaid *Sophia* his intended Wife for her Life, for her Jointure and in Bar of her Dower, a Rent-charge of 600 *l. per Annum* of like Money, free of Taxes, to be iſſuing out of and charged upon the Manors, Meſſuages, Farms, Lands and Hereditaments herein after mentioned, to take Effect after his Deceaſe (in caſe ſhe ſhould him ſurvive) together with ſuch Powers and Proviſions for Recovery of the ſame Rent-charge as are herein after for that Purpoſe mentioned and expreſſed; and that the ſaid *Andrew Aſh* ſhould add 3750 *l.* of his Capital or Nominal Stock in the Bank of *England* unto the ſaid Stock, Annuities, Funds and Monies in which the ſaid Portion of the ſaid *Sophia Owen* conſiſts as aforeſaid; and that all the ſaid Stocks and Annuities ſhould (previous to the ſaid intended Marriage) be transferred unto the ſaid *Denzil Dunch*, *George Gyles* and *Lewis Lane*; and that the ſaid Sum of 2000 *l.* ſo ſecured, or due and owing unto the ſaid *Sophia Owen*, by and upon the ſaid Funds or Securities in *Holland*, ſhould with all convenient Speed be called in and received, and be thereupon paid unto the ſaid *Denzil Dunch*, *George Gyles* and *Lewis Lane*, or the Truſtees for the Time being for the ſaid Stocks, Monies and Premiſſes, to be by them inveſted in one or more of the Publick Stocks or Funds; and that all the ſaid Stocks, Annuities, Monies and Premiſſes, ſo to be transferred and received reſpectively as aforeſaid, ſhould remain and continue in the Names of the Truſtees for the Time being for the ſame Premiſſes, upon the Truſts, and as a Fund for the Purpoſes herein after in that Behalf mentioned, expreſſed and agreed upon, for the Benefit of the ſaid *Andrew Aſh* and the ſaid *Sophia* his intended Wife, and the Daughters and younger Sons of the ſaid intended Marriage. And whereas in Purſuance of the ſaid recited Agreements the ſaid 3750 *l.* Bank Stock, 750 *l. South-Sea* Stock, and 2250 *l. South-Sea* Annuities, have all been transferred unto the ſaid *Denzil Dunch*, *George Gyles* and *Lewis Lane*, on or before the Day of the Date hereof, in the ſeveral Transfer-Books of the ſaid Bank of *England* and *South-Sea* Company, as by the ſaid ſeveral Transfer-Books may appear, which they the ſaid *Denzil Dunch*, *George Gyles* and *Lewis Lane*, do hereby declare and acknowledge: Now this Indenture witneſſeth, That in Conſideration of the ſaid intended Marriage, and Marriage-Portion of the ſaid *Sophia Owen*, and in Purſuance of the ſaid recited Agreement for making ſuch Proviſion for the ſeparate Uſe and Benefit of the ſaid *Sophia Owen*, during the ſaid intended Coverture between her and the ſaid *Andrew Aſh* as aforeſaid, and for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain*, to him the ſaid *Andrew Aſh* paid by the ſaid *Denzil Dunch* and *George Gyles*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Andrew Aſh* hath granted, bargained, ſold and demiſed, and by theſe Preſents doth grant, bargain, ſell and demiſe unto the ſaid *Denzil Dunch* and *George Gyles*, their Executors, Adminiſtrators and Aſſigns, all and every the Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments, herein after mentioned and charged, with the Annuity, yearly Rent-charge or Sum of 600 *l.* for the Jointure of the ſaid *Sophia Owen*, in Manner herein after expreſſed, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby demiſed, with their and every of their Appurtenances, unto the ſaid *Denzil Dunch* and *George Gyles*, their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date hereof, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing, and full to be compleat and ended, if they the ſaid *Andrew Aſh* and *Sophia* his intended Wife ſhall both of them ſo long jointly live, upon the Truſts, and for the Purpoſes, and under and ſubject to the Agreements herein after mentioned, expreſſed and declared of and concerning the ſame Term; that is to ſay, In Truſt for the ſaid *Andrew Aſh* and his Aſſigns, until the ſaid intended Marriage ſhall be had and ſolemnized; And from and after the Solemnization thereof, then upon Truſt, and to the Intent and Purpoſe that they the ſaid *Denzil Dunch* and *George Gyles*, and the Survivor

and for a Jointure, in Bar of Dower;

and that the Huſband ſhould add a Sum of Money in Bank Stock to the Lady's Portion,

to be veſted in Truſtees, for Purpoſes after mentioned;

and that the Stocks and Annuities have been transferred.

The Huſband in Conſideration, &c. to provide the Pin-Money,

raiſes, &c. a Term in certain Manors, &c. to Truſtees,

in Truſt for the Huſband until the Marriage;

Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do yearly and every Year during the ſame Term (determinable as aforeſaid) by and out of the Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Farms, Lands, Hereditaments and Premiſſes ſo demiſed, or mentioned to be demiſed as aforeſaid, pay, or cauſe to be paid, by four equal Quarterly Payments, on the four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) the Feaſt of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord Chriſt, by even and equal Portions, the yearly Sum of 200 *l.* of lawful Money of *Great Britain*, free of all Taxes and Deductions whatſoever, unto the proper Hands of the ſaid *Sophia Owen*, or to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, as ſhe with the ſaid *Andrew Aſh*, by any Note or Writing under her Hand, ſhall from Time to Time notwithſtanding her Coverture, direct or appoint; the ſame to be for her own ſole and ſeparate Uſe, excluſive of the ſaid *Andrew Aſh*, and not to be ſubject or liable to his Controul, Debts or Incumbrances, but to be diſpoſed of by her for ſuch Uſes and Purpoſes as ſhe ſhall think fit; and her Receipts, or the Receipts of the Perſon or Perſons to whom ſhe ſhall appoint the ſaid Monies to be paid as aforeſaid, under her or their reſpective Hand or Hands, ſhall from Time to Time, notwithſtanding her Coverture, be ſufficient Diſcharges to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipts ſhall be given; the firſt Payment of the ſaid yearly Sum of 200 *l.* to begin and be made on ſuch of the ſaid Feaſts or Days of Payment as ſhall firſt and next happen after the Solemnization of the ſaid intended Marriage. And upon this farther Truſt, that they the ſaid *Denzil Dunch* and *George Gyles*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Andrew Aſh* and his Aſſigns, during the Continuance of the ſaid Term of ninety-nine Years (determinable as aforeſaid) to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Manors, Meſſuages, Lands, Hereditaments and Premiſſes (over and above ſo much thereof as ſhall from Time to Time be ſufficient to ſatisfy and pay the ſaid yearly Sum of 200*l.* as the ſame ſhall become due and payable as aforeſaid) to and for his and their own Uſe and Benefit. And this Indenture farther witneſſeth, That in Conſideration of the ſaid intended Marriage and Marriage-Portion, and in farther Performance of the ſaid recited Agreements, and for making ſuch Settlement, Jointure, and Proviſion of Maintenance by way of Rent-charge for the ſaid *Sophia Owen* (in caſe ſhe ſhall after the Solemnization of the ſaid intended Marriage happen to ſurvive and overlive the ſaid *Andrew Aſh* her intended Huſband) as he the ſaid *Andrew Aſh* is empowered and enabled to make by Virtue of and according to the true Intent and Meaning of the ſaid recited Act of Parliament, he the ſaid *Andrew Aſh*, purſuant to, and by Force and Virtue of the ſaid recited Power and Authority to him given in and by the ſaid recited Act of Parliament, and of all and every other Power and Powers, Authority and Authorities to him in that Behalf given or reſerved, or any ways enabling him thereto, hath granted, ſettled, directed, limited and appointed, and by theſe Preſents doth grant, ſettle, direct, limit and appoint, unto, upon, and to the Uſe of the ſaid *Sophia Owen* his intended Wife and her Aſſigns, for and during the Term of her natural Life (in caſe the ſaid intended Marriage ſhall take Effect, and ſhe the ſaid *Sophia Owen* ſhall him the ſaid *Andrew Aſh* ſurvive) one Annuity, yearly Rent-charge or Sum of 600 *l.* of lawful Money of *Great Britain* (free and clear of and from all Taxes, Charges, Reprizes and Deductions whatſoever, Parliamentary or otherwiſe) to be iſſuing, going, payable, had, received and taken by and out of, and to be charged and chargeable upon all and every the Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments herein after mentioned (that is to ſay) All that the Manor of *Xandale*, with the Rights, Members and Appurtenances thereof, in the County of *York*, and all that the Scite of the ſaid Manor, with all Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Grounds, Lands, Tenements, Hereditaments and Appurtenances whatſoever thereunto belonging or appertaining; and alſo all other the Manors, Meſſuages, Cloſes, incloſed Grounds, Lands, Tenements and Hereditaments late of *Barbara Aſh* deceaſed, ſituate, lying and being in the ſeveral Towns, Pariſhes, Fields, Precincts and Territories of *Xandale* aforeſaid, and in *Cadwell* and *Dyle* in the ſaid County of *York*,

Then to pay the Lady Pin-Money Quarterly,

and to permit the Huſband to receive the Reſt of the Rents.

The Execution of his Power to appoint a Jointure,

being a Rent-charge for the Lady's Life, out of certain Lands, &c.

The Parcels.

York, [*Here ſome Deſcriptions*, &c.] and alſo all thoſe ſeveral Manors and Lordſhips, or reputed Manors and Lordſhips of *Etten*, *Fynd* and *Groves*, and every of them, with all and every the Rights, Members and Appurtenances thereof, in the ſaid County of *York* and in the County of *Hereford*, or in either of them, with all and ſingular the Meſſuages, Farms, Lands, Tenements, Rents, Services and Hereditaments whatſoever thereunto belonging or in any wiſe appertaining, or therewith uſed or enjoyed; and alſo all that Farm in *Irrill* in the ſaid County of *York*, and all other the Meſſuages, Cottages, Farms, Lands, Tenements, Woods, Wood-Grounds, Tithes, Tenths, Parks, Warrens, Royalties, Liberties, Privileges, Juriſdictions, and Hereditaments whatſoever, late of *Kenelm Aſh* deceaſed, and the ſaid *Barbara Aſh* and the ſaid *Andrew Aſh*, and of every or any of them, and now of him the ſaid *Andrew Aſh*, ſituate, lying and being, coming, growing, renewing or increaſing, or to be had and taken in all and every the ſaid Manors, Lordſhips, Towns, Pariſhes, Villages, Precincts and Territories of *Etten*, *Fynd* and *Groves* aforeſaid, or *Irrill*, or in either or any of them in the ſaid Counties of *York* and *Hereford*, or either of them (excepting only the Advowſon or Right of Preſentation to the Church of *Luſan*) [*Here more Parcels and Deſcriptions*]; the ſame Annuity, yearly Rent-charge or Sum of 600 *l.* to be in Lieu and Stead of the Jointure of her the ſaid *Sophia Owen*, and in Bar and Satisfaction of her Dower; which ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* ſhall commence and take Effect from and immediately after the Deceaſe of him the ſaid *Andrew Aſh*, and ſhall from thenceforth be paid and payable unto her the ſaid *Sophia Aſh* and her Aſſigns, for and during the Term of her natural Life, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, at the four moſt uſual Feaſts or Days of Payment in the Year before-mentioned, by even and equal Portions; the firſt Payment thereof to begin and be made on ſuch of the ſaid Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the ſaid *Andrew Aſh*. And in farther Purſuance, and by Force and Virtue of the ſaid recited Power and Authority, he the ſaid *Andrew Aſh* doth hereby grant, direct, limit and appoint, that in caſe the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* or any Part thereof, ſhall be behind or unpaid by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Sophia Owen* and her Aſſigns, into and upon all and every of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, charged with the ſame Annuity, or into and upon any Part thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to diſpoſe thereof according to due Courſe of Law, until ſhe or they ſhall of the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times in that Behalf afore-mentioned, be fully paid and ſatisfied. Provided always, and the ſaid *Andrew Aſh* doth hereby farther grant, direct, limit and appoint, That in caſe the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* or any Part thereof, ſhall happen to be behind or unpaid by the Space of forty Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *Sophia Owen*, into and upon all and every the ſaid Manors, Meſſuages, Farms, Lands, Hereditaments and Premiſſes, or into and upon any Part or Parts thereof, in the Name of the whole to enter, and the ſame to have, hold, poſſeſs and enjoy, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall be thereby or therewith, or otherwiſe, fully ſatisfied and paid the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* and all Arrears thereof, and alſo ſo much and ſuch Part thereof as ſhall incur and grow due during the Time of ſuch her Entry and Poſſeſſion as aforeſaid, together with all ſuch Coſts, Charges, Damages and Expences as ſhall be occaſioned by Non-payment of the ſaid Annuity, yearly Rent-charge or Sum, at the Days and Times herein before for that Purpoſe appointed. And this Indenture farther witneſſeth, that for the Conſiderations aforeſaid, and for farther and better ſecuring the

In Lieu of Jointure, and in Bar of Dower.

Power given to diſtrain, &c. on Non-payment within a certain Time;

and on longer Non-payment to enter and enjoy.

A Term raiſed to the Truſtees, for the better Payment of the Rent-charge,

Payment of the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* at the ſeveral Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, he the ſaid *Andrew Aſh*, purſuant to, and by Force and Virtue of the ſaid recited Power and Authority to him given in and by the ſaid recited Act of Parliament, and of all and every other Power and Powers any ways enabling him thereunto, hath granted, bargained, ſold, directed, limited and appointed, and by theſe Preſents doth grant, bargain, ſell, direct, limit and appoint unto the ſaid *Denzil Dunch* and *George Gyles*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before charged with the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* as aforeſaid, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, and every Part thereof, with their and every of their Appurtenances, unto and to the Uſe of them the ſaid *Denzil Dunch* and *George Gyles*, their Executors, Adminiſtrators and Aſſigns, from and immediately after the Deceaſe of the ſaid *Andrew Aſh* (in caſe the ſaid *Sophia Owen* ſhall him ſurvive) for and during the full Time and Term, and unto the full End and Term of two hundred Years from thence next enſuing, and fully to be compleat and ended, upon the Truſts, and under and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame (that is to ſay) in Truſt to permit and ſuffer ſuch Perſon or Perſons as ſhall for the Time being be intitled to the Freehold of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, by Virtue of the ſaid recited Acts of Parliament, or other the Settlements and Limitations thereof now in Being, to receive and take the Rents and Profits of the ſame Premiſſes, and of every Part thereof, to and for his and their own Uſe and Benefit, until Default ſhall happen to be made of or in Payment of the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* or ſome Part thereof, at the Days and Times herein before limited and appointed for Payment of the ſame. And upon this farther Truſt, That in caſe the ſame Annuity, yearly Rent-charge or Sum of 600 *l.* or any Part thereof, ſhall happen to be behind and unpaid by the Space of forty Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Denzil Dunch* and *George Gyles*, their Executors, Adminiſtrators and Aſſigns, from Time to Time, by and out of the Rents, Iſſues and Profits of the ſame Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or by demiſing or leaſing the ſame Premiſſes, or any Part thereof, for all or any Part of the ſaid Term of two hundred Years therein, to raiſe and levy ſuch Sum and Sums of Money as ſhall be ſufficient from Time to Time to pay and ſatisfy unto her the ſaid *Sophia Owen* and her Aſſigns, during her natural Life, the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* or ſo much thereof as ſhall from Time to Time ſo happen to be behind and unpaid, together with all ſuch Coſts, Charges and Expences as ſhe the ſaid *Sophia Owen*, or the ſaid *Denzil Dunch* and *George Gyles*, her Truſtees, their Executors, Adminiſtrators or Aſſigns, or any of them ſhall ſuſtain, expend or be put unto, for or by reaſon of the Non-payment thereof at the Days and Times, and in Manner herein before in that Behalf mentioned, and ſhall and do pay the ſame accordingly. And upon this farther Truſt, that they the ſaid *Denzil Dunch* and *George Gyles*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons as ſhall for the Time being be intitled to the Freehold of the ſaid Premiſſes by Virtue of the ſaid recited Act of Parliament, or other the Settlements and Limitations thereof now in Being, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes (over and above what ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* and all Arrears thereof, and all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts of the ſaid two hundred Years Term) to and for his and their own Uſe and Benefit. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Deceaſe of the ſaid *Sophia Owen*, and Payment of all Arrears which

in Truſt to permit the Perſons intitled to take the Profits until Default of Payment thereof;

Then in Truſt

to levy the ſame,

and Charges;

and upon Truſt to permit the Perſons intitled to take the Reſidue of the Profits.

Proviſion for determining this Term.

which ſhall be then due of the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* (if any ſuch ſhall then happen to be) together with all Coſts, Charges and Expences attending the Execution of the ſaid laſt mentioned Truſts; then, and at all Times from thenceforth the ſaid Term of two hundred Years, of and in the Premiſſes, or ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein before contained to the contrary notwithſtanding. And the ſaid *Andrew Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Denzil Dunch* and *George Gyles*, their Executors, Adminiſtrators and Aſſigns, in Manner following, (that is to ſay) That for and notwithſtanding any Act, Matter or Thing whatſoever, by him the ſaid *Andrew Aſh* or any of his Anceſtors, or by or with his, their, or any of their Privity or Conſent done, committed, or wittingly or willingly ſuffered to the contrary, he the ſaid *Andrew Aſh* now hath, at the Time of the Enſealing and Delivery of theſe Preſents, in himſelf good Right, full Power, and lawful and abſolute Authority to make ſuch Grant, Settlement, Charge, Directions, Limitations and Appointments as are herein before by him reſpectively made as aforeſaid. And farther, that ſhe the ſaid *Sophia Owen* and her Aſſigns (in caſe the ſaid intended Marriage ſhall take Effect, and ſhe ſhall happen to ſurvive him the ſaid *Andrew Aſh* her intended Huſband) ſhall and may from Time to Time, and at all Times from and after the Deceaſe of the ſaid *Andrew Aſh*, during the Term of her natural Life, peaceably and quietly have, receive, take and enjoy, to and for her and their own Uſe and Benefit, the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* and every Part thereof, at ſuch Times and in ſuch Manner as are herein before appointed for Payment thereof, without the Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the Heirs or Aſſigns of the ſaid *Andrew Aſh*, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid Manors, Meſſuages, Farms, Lands, Hereditaments and Premiſſes herein before charged with the ſaid Annuity, yearly Rent-charge or Sum of 600 *l.* as aforeſaid, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under any of his Anceſtors, or his, their, or any of their Act, Means, Aſſent, Conſent, Privity or Procurement; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Andrew Aſh*, his Heirs, Executors and Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other Gifts, Grants, Limitations, Appointments, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Andrew Aſh*, his Heirs or Aſſigns, or any of his Anceſtors, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt from him, them, or any of them, or by his, their, or any of their Act, Conſent or Procurement. And moreover, that he the ſaid *Andrew Aſh* and his Heirs, and all others claiming or to claim, by, from or under, or in Truſt for him, them, or any of them, or from, by or under any his Anceſtors, ſhall and will at any Time or Times hereafter, at the Requeſt of the ſaid *Denzil Dunch* and *George Gyles*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, but at the Coſts and Charges of him the ſaid *Andrew Aſh*, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe to be made, done and executed, any farther or other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the farther, better and more effectual eſtabliſhing, making good and confirming theſe Preſents, and the Grants, Settlement, Limitations and Appointments hereby, or intended to be hereby made, as by the ſaid *Denzil Dunch* and *George Gyles*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, or his or their Council learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch farther Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwelling or Dwellings, or Places

The Huſband covenants with the Truſtees that he hath Power to make ſuch Settlement, &c.

and for quiet Enjoyment by the Wife of the Rent-charge.

free from Incumbrances;

and for farther Aſſurances.

The above Perſonal Eſtate to be in Truſt

of Abode. And this Indenture farther witneſſeth, That for the Conſiderations aforeſaid, and to the End and Intent to make ſuch farther Settlement and Proviſion upon and for the ſaid *Sophia Owen* for her Life (in caſe the ſaid intended Marriage ſhall take Effect, and ſhe ſhall afterwards ſurvive the ſaid *Andrew Aſh* her intended Huſband) and alſo ſuch Proviſion for the Daughters and younger Sons of the ſaid intended Marriage (in caſe any ſuch ſhall be) as are herein after mentioned, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *Andrew Aſh* and *Sophia* his intended Wife do hereby for themſelves, their Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Denzil Dunch*, *George Gyles* and *Lewis Lane*, their Executors and Adminiſtrators, that the ſaid Sum of 2000 *l.* yet ſtanding out upon the ſaid Funds or Securities in *Holland* as aforeſaid, ſhall with all convenient Speed be called in and received, and be thereupon laid out and inveſted in one or more of the Publick Stocks or Funds, in the Names of the ſaid Truſtees, Parties hereto, or ſuch other Truſtees of the Premiſſes for the Time being, upon the Truſts herein after mentioned concerning the ſame. And it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that as well the ſaid 3750 *l.* Bank Stock, 750 *l.* *South-Sea* Stock, and 2250 *l.* *South-Sea* Annuities, ſo transferred unto the ſaid *Denzil Dunch*, *George Gyles* and *Lewis Lane* as aforeſaid, as alſo the ſaid Sum or Value of 2000 *l.* ſo to be laid out and inveſted in the Publick Stocks or Funds as aforeſaid, are to be and ſhall be, and are hereby declared and agreed to be upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is

for the Huſband and Wife reſpectively till the Marriage;

to ſay, in Truſt for the ſaid *Andrew Aſh* and *Sophia Owen* reſpectively, and their reſpective Executors or Adminiſtrators, according and in Proportion to their now ſeveral and reſpective Shares and Intereſts therein, until the ſaid intended Marriage between them ſhall be had and ſolemnized; And from and after the Solemnization thereof,

then the Profits to the Huſband for Life;

then upon Truſt that they the ſaid *Denzil Dunch*, *George Gyles* and *Lewis Lane*, and the Survivors and Survivor of them, and the Truſtees of the Truſt-Premiſſes for the Time being, ſhall and do permit and ſuffer the ſaid *Andrew Aſh* and his Aſſigns, from Time to Time, for and during the Term of his natural Life, to have, receive, take and enjoy all the clear yearly Dividends, Intereſt and Produce thereof, and of every Part thereof, as the ſame ſhall ariſe and be received, to and for his and their own Uſe and Benefit; And from and after

then an Annuity thereout to the Wife (him ſurviving) for Life;

his Deceaſe, then ſhall and do yearly and every Year, for and during the natural Life of the ſaid *Sophia Owen* his intended Wife (in caſe ſhe ſhall him ſurvive) pay, or cauſe to be paid, by and out of the ſaid Dividends, Intereſts, and Produce of the ſame Stocks, Annuities, Monies and Premiſſes, unto her the ſaid *Sophia Owen* and her Aſſigns, for and as an Augmentation and Increaſe of her Jointure, and in order to make up the ſame the clear yearly Sum of 800 *l.* the clear yearly Sum of 200 *l.* of lawful Money of *Great Britain*, by four equal Quarterly Payments, on the four moſt uſeful Feaſts or Days of Payment in the Year before-mentioned, by even and equal Portions, and free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe; the firſt Payment of the ſaid laſt mentioned yearly Sum of 200 *l.* to begin and be made on ſuch of the ſaid Feaſt or Days of Payment as ſhall firſt and next happen after the Deceaſe of the ſaid *Andrew Aſh* her intended Huſband; And from and after the Deceaſe of him the ſaid *Andrew Aſh*, and ſubject to the Payment of the ſaid laſt mentioned yearly Sum of 200 *l.* unto the ſaid *Sophia* his intended Wife and her Aſſigns for Life as aforeſaid, then as to all the ſaid Stocks, Annuities, Monies and Truſt-Premiſſes, and all the then Reſidue of the yearly Dividends, Intereſt and Produce thereof (over and above ſo much thereof as ſhall be ſufficient and neceſſary to pay and ſatisfy the ſaid laſt mentioned yearly Sum of 200 *l.* as the ſame ſhall from Time to Time become due and payable) upon Truſt that they the ſaid *Denzil Dunch*, *George Gyles* and *Lewis Lane*, and the Survivors and Survivor of them, or the Truſtees thereof for the Time being, ſhall and do pay, apply and diſpoſe of the ſame in Manner following; that is to ſay, In caſe there ſhall be one or more Child or Children of the

then for the Benefit of younger Children,

ſaid *Andrew Aſh* on the Body of the ſaid *Sophia* his intended Wife to be begotten (beſides an eldeſt or only Son) or one or more Daughter or Daughters of the

ſaid intended Marriage, and no Son, then and in either of the ſaid Caſes that the ſame Truſtees ſhall and do by and out of the Principal or Capital thereof, raiſe, levy and pay ſuch Sum and Sums of Money for the Portion and Portions of all and every ſuch Child and Children (except an eldeſt or only Son) or for ſuch Daughter or Daughters, in caſe of no Son, as are herein after mentioned; that is to ſay, if but one ſuch Child, or one ſuch Daughter, then the Sum of 5000 *l.* of lawful Money of *Great Britain*, for his or her Portion; to be paid unto ſuch Child, if a Son, at his Age of twenty-one Years; and if a Daughter, at her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid *Andrew Aſh*, but if in his Life-time, then within three Calendar Months next after his Deceaſe, and not before or ſooner (unleſs with the expreſs Conſent of him the ſaid *Andrew Aſh*, teſtified in Writing under his Hand and Seal); and if two or more ſuch Children, whether Sons or Daughters, or only Daughters, then the Sum of 10000 *l.* of like Money for their Portions, to be ſhared and divided between or amongſt them in ſuch Parts and Proportions as the ſaid *Andrew Aſh*, by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, ſhall direct or appoint; and in Default of ſuch Direction and Appointment, then the ſame Portions ſhall be equally divided between and amongſt all the ſame Children, Sons and Daughters, or Daughters only, Share and Share alike, the ſaid Portions to be paid unto ſuch of the ſame Children as ſhall be a Son or Sons at the Age of twenty-one Years, and to ſuch of them as ſhall be a Daughter or Daughters at the Age of twenty-one Years or Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid *Andrew Aſh*, and that the ſame can be ſo raiſed and paid without Prejudice to the ſaid laſt mentioned yearly Sum of 200 *l.* but if not, then ſo ſoon after the Deceaſe of him the ſaid *Andrew Aſh* as the ſame Portions can be ſo raiſed and paid (without Prejudice as aforeſaid) and not before or ſooner, unleſs with the expreſs Conſent of him the ſaid *Andrew Aſh* and the ſaid *Sophia* his intended Wife, or the Survivor of them, teſtified in Writing under their, or his or her Hands and Seals, or Hand and Seal. Provided always, that in caſe any of the ſame Children being a Son or Sons ſhall die before the Age of twenty-one Years, or being a Daughter or Daughters ſhall die before the Age of twenty-one Years or Marriage, then the Portion or Portions of him, her or them ſo dying, ſhall go and be paid unto and amongſt the Survivors or Survivor of them, but ſubject to ſuch Diſtribution or Appointment to be made thereof between or amongſt them as aforeſaid; and in Default thereof, then to be equally divided between them Share and Share alike (if more than one) when the original Portion or Portions of ſuch ſurviving Child or Children, or Daughter or Daughters, ſhall reſpectively become payable by Virtue of theſe Preſents, ſo always that no one of the ſame Children or Daughters ſhall have for his or her Portion above the Sum of 5000 *l.* And upon this farther Truſt, that they the ſaid Truſtees, Parties hereto, or the Truſtees for the Time being of the ſaid Truſt, Stocks, Annuities, and Monies and Premiſſes, ſhall and do in the mean Time after the Deceaſe of the ſaid *Andrew Aſh*, and until the ſaid Portion or Portions of the ſaid younger Child or Children, or Daughter or Daughters, ſhall become payable reſpectively as aforeſaid, (ſubject and without Prejudice to and for Payment of the ſaid laſt mentioned yearly Sum of 200 *l.* unto the ſaid *Sophia Owen* and her Aſſigns for her natural Life as aforeſaid, as and when the ſame ſhall become payable) raiſe and pay by and out of the Reſidue and Overplus of the ſaid clear yearly Dividends, Intereſt and Produce of the ſame Stocks, Annuities, Monies and Premiſſes, for the Maintenance and Education of the ſame Child or Children, or Daughter or Daughters, ſuch yearly Sum or Sums of Money, and for ſuch reſpective Times, and upon ſuch Contingencies as are herein after mentioned; that is to ſay, If but one ſuch younger Child or Daughter, then Intereſt for his or her Portion after the Rate of 3 *l. per Cent. per Annum*, until he or ſhe ſhall attain the Age of twelve Years, and from and after that Age and until his or her Portion ſhall become payable, Intereſt for the ſame Portion after the Rate of 4 *l. per Cent. per Annum*; and if two or more ſuch younger Children or Daughters, then (during the Life of the ſaid *Sophia*

in Proportion to their Number;

Shares to be by the Father's Appointment;

with Benefit of Survivorſhip among them;

with Reſtriction as to the Sum for one, and upon Truſt to raiſe Maintenances.

Sophia Owen) the whole of the ſaid Reſidue and Overplus of the ſaid clear yearly Dividends, Intereſt and Produce (over and above ſo much thereof as ſhall be ſufficient and neceſſary from Time to Time to pay and ſatisfy unto her the ſaid *Sophia Owen* her ſaid laſt mentioned yearly Sum of 200 *l.* as the ſame ſhall become due and payable) and from and after the Deceaſe of the ſaid *Sophia Owen*, then Intereſt for the reſpective Portions of the ſame two or more Children or Daughters after the Rate of 3 *l. per Cent. per Ann.* till they ſhall reſpectively attain the ſaid Age of twelve Years, and from and after their ſaid reſpective Ages of twelve Years, and until their ſaid reſpective Portions ſhall become payable, Intereſt for the ſame Portions after the Rate of 4 *l. per Cent. per Ann.* And upon this father Truſt, that they the ſaid Truſtees Parties hereto, or the Truſtees for the Time being of the ſame Stocks, Annuities, Monies and Premiſſes, ſhall and do, until the ſaid Portions ſhall become payable reſpectively as aforeſaid, pay the Reſidue and Overplus (if any be) of the ſaid clear yearly Dividends, Intereſt and Produce, as the ſame ſhall ariſe and be received (over and above ſo much thereof as ſhall be ſufficient and neceſſary from Time to Time to pay and ſatisfy the ſaid laſt mentioned yearly Sum of 200 *l.* and ſuch yearly Sum or Sums for Maintenance and Education as aforeſaid as the ſame ſhall reſpectively become due and payable) unto the Executors or Adminiſtrators of the ſaid *Andrew Aſh*; and from and after the Deceaſe of the Survivor of them the ſaid *Andrew Aſh* and *Sophia* his intended Wife, and Payment of all Arrears (if any then be) of the ſaid laſt mentioned yearly Sum of 200 *l.* and after Payment of the ſaid Portion and Portions and Maintenance herein before provided to be raiſed and paid for the ſaid younger Child or younger Children, or Daughter or Daughters of the ſaid intended Marriage as aforeſaid, or ſuch of them, or ſuch Part thereof as ſhall become due and payable, according to the true Intent and Meaning of theſe Preſents, and the Parties hereto, and that all the aforeſaid Truſts herein before declared of and concerning the ſaid Stocks, Annuities, Monies and laſt mentioned Premiſſes, ſhall be fully performed, and the Coſts and Charges attending the Execution of the ſame Truſts ſhall be paid and ſatisfied; then as to all the Reſidue and Overplus (if any be) of the ſame Stocks, Annuities, Monies and Premiſſes, and the yearly Dividends, Intereſt and Produce thereof, from thenceforth to ariſe and be received, (over and above ſo much thereof as ſhall be neceſſary, and ſhall be applied and diſpoſed of upon the Truſts and for the Purpoſes aforeſaid) the ſame ſhall be and remain, in Truſt for the Executors or Adminiſtrators of him the ſaid *Andrew Aſh*, or as he or they ſhall in that Behalf direct or appoint. Provided always nevertheleſs, that in Caſe there ſhall be but one ſuch younger Child or Daughter of the ſaid *Andrew Aſh* on the Body of the ſaid *Sophia* his intended Wife to be begotten, or being more ſuch Children or Daughters than one, and that all of them ſave one ſhall happen to die before ſuch their ſaid reſpective Age or Marriage as aforeſaid, then upon Truſt that the Truſtees for the Time being for the ſaid Stocks, Annuities, Monies and laſt mentioned Premiſſes, ſhall and do, immediately after the Deceaſe of the ſaid *Sophia Owen* and Payment of all Arrears (if any of her ſaid laſt mentioned yearly Sum of 200 *l.* aſſign, transfer, pay and make over one Moiety, or Half-Part of the ſame Stocks, Annuities and Monies, (or ſo much and ſuch Part of the ſame Moiety as ſhall not be neceſſary for ſecuring the Raiſing and Payment of the Portion and Maintenance herein before provided for ſuch ſurviving or only Child or Daughter as aforeſaid) and the Dividends, Intereſt and Produce thereof, from thenceforth to ariſe and be received unto him the ſaid *Andrew Aſh*, his Executors or Adminiſtrators, to and for his and their own Uſe and Benefit, or as he or they ſhall in that Behalf direct or appoint, any Thing herein before contained to the contrary notwithſtanding. Provided alſo, that in caſe there ſhall be no ſuch Child or Children, or Daughter or Daughters of the ſaid *Andrew Aſh* on the Body of the ſaid *Sophia Owen* his intended Wife to be begotten, or being ſuch, all of them ſhall die before ſuch their ſaid reſpective Age or Marriage as aforeſaid, then upon Truſt, that the Truſtees for the Time being for the ſaid Stocks, Annuities, Monies and laſt mentioned Premiſſes, ſhall and do, immediately after the Deceaſe of the ſaid *Sophia Owen* and Payment of all Arrears (if any) of her ſaid laſt mentioned yearly Sum of 200 *l.* and the Truſtees Coſts and Charges in and about the Execution of the aforeſaid Truſts, aſſign, transfer, pay and make over, all the

The Reſidue of the Profits to the Huſband's Executors, &c.

The like as to the Reſidue of the Capital after the Truſts performed.

Direction if only one younger Child or Daughter

at the Death of the Wife,

to aſſign a Moiety to the Huſband, &c.

if no ſuch Child, then

the Whole to him, &c.

then Reſidue of the ſame Stocks, Annuities, Monies and Premiſſes, and the yearly Dividends, Intereſt and Produce thereof, from thenceforth to ariſe and be received unto him the ſaid *Andrew Aſh*, his Executors or Adminiſtrators, to and for his and their own Uſe and Benefit, or as he or they ſhall in that Behalf direct or appoint, any Thing herein before contained to the contrary notwithſtanding. Provided further, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe the ſaid *Andrew Aſh* ſhall at any Time after the Solemnization of the ſaid intended Marriage during the natural Life, and to the good Liking and Satisfaction of the Truſtees for the Time being for the ſaid Truſt, Stocks, Annuities, Monies and Premiſſes, or their Council learned in the Law, ſufficiently and effectually ſecure by and out of Manors, Meſſuages, Lands, Tenements or Hereditaments, of a good Title and ſufficient Value for that Purpoſe, the Payment of the ſaid laſt mentioned yearly Sum of 200 *l.* herein before made payable to the ſaid *Sophia* his intended Wife, and her Aſſigns, for her natural Life (in Caſe ſhe ſhall him ſurvive) as aforeſaid, and alſo the ſaid Sum and Sums of Money herein before provided and appointed to be raiſed and paid for the Portion and Portions and Maintenance of ſuch younger Child or Children, or Daughter or Daughters of the ſaid intended Marriage as aforeſaid, (or ſuch of them, or ſuch Part or Parts thereof as ſhall then remain unpaid) according to the Purport, true Intent and Meaning of theſe Preſents; then and in ſuch Caſe, and all Times from thenceforth, the ſaid Truſt-Stocks, Annuities, Monies and Premiſſes, and all the yearly Dividends, Intereſt and Produce thereof from thenceforth to ariſe and be received, (the Truſtees Coſts and Charges in and about the Execution of the aforeſaid Truſts being firſt paid and ſatisfied) ſhall be, go and remain, in Truſt for him the ſaid *Andrew Aſh*, his Executors or Adminiſtrators, to and for his and their own Uſe and Benefit, and ſhall be accordingly aſſigned, transferred, paid and diſpoſed of as he or they ſhall in that Behalf direct or appoint, any Thing herein before contained to the contrary notwithſtanding. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Denziel Dunch*, *George Gyles* and *Lewis Lane*, or the Truſtees for the Time being of the ſaid Truſt-Premiſſes, or the Survivors of them, in the mean Time from and after the Solemnization of the ſaid intended Marriage, and until the ſaid Truſt, Stocks, Annuities, Monies and Premiſſes ſhall be diſpoſed of for the Purpoſes aforeſaid, with the Conſent and Approbation of the ſaid *Andrew Aſh* and *Sophia* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, teſtified in Writing under his, her or their Hand or Hands, to ſell and diſpoſe of the ſaid Bank Stock, *South-Sea* Stock and *South-Sea* Annuities, and other Stocks, (in which the ſaid Truſt-Monies are or ſhall be inveſted) or any of them, or any Part thereof, and from Time to Time, with ſuch Conſent and Approbation, and teſtified as aforeſaid, to lend and place out the Monies ariſing by ſuch Sale or Sales, or other Diſpoſition as aforeſaid, upon any Publick or Land Security or Securities at Intereſt, or to lay out and inveſt the ſame, or any Part thereof, in the Purchaſe of Stock in the Bank of *England*, *South-Sea* Company or *Eaſt-India* Company, or of *South-Sea* Annuities, or other Publick Stocks or Funds, or to depoſite the ſame for ſafe Cuſtody in the Bank of *England*, or elſewhere, ſubject to the Truſts aforeſaid, and ſo from Time to Time to call and receive in ſuch Monies ſo lent or placed out on Security as aforeſaid, or to ſell and diſpoſe of ſuch Stock, Annuities or Funds ſo to be purchaſed as aforeſaid, or any Part thereof, and again to lend, place out or inveſt the ſaid Monies, or any Part thereof, in Manner aforeſaid, as often as they ſhall think fit, with ſuch Conſent and Approbation, and teſtified as aforeſaid, and ſubject to the Truſts before mentioned. Provided always nevertheleſs, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe they the ſaid *Denzil Dunch*, *George Gyles* and *Lewis Lane*, or any of them ſhall die, or be deſirous to quit and be diſcharged of and from the Truſts hereby in them repoſed as aforeſaid, at any Time or Times before the ſaid Truſts ſhall be fully executed and performed; then and in any ſuch Caſe, and when, and ſo ſoon, and as often as the ſame ſhall happen, it ſhall and may be lawful to and for them the ſaid *Andrew Aſh* and *Sophia* his intended Wife, and *Olivia Owen*, or the Survivors or Survivor of them,

Provided if the Huſband aſſure Lands to the ſame Uſes, this perſonal Eſtate to be in Truſt for him.

The Truſtees may (by Conſent) ſell out, and reinveſt in Securities, &c

Proviſion for filling up the Number of Truſtees.

or the Executors or Adminiſtrators of ſuch Survivor, by any Writing or Writings under their, or his or her Hands and Seals, or Hand and Seal, atteſted by two or more credible Witneſſes, to nominate, ſubſtitute or appoint any other Perſon or Perſons to be Truſtee or Truſtees for the Purpoſes aforeſaid, in the Place and Stead of them the ſaid *Denzil Dunch*, *George Gyles* and *Lewis Lane*, or ſuch of them who ſhall ſo die, or be deſirous to quit and be diſcharged of and from the aforeſaid Truſt, and ſo from Time to Time, and as often as there ſhall be Occaſion, to nominate, ſubſtitute or appoint any other Perſon or Perſons to be a Truſtee or Truſtees in Manner and for the Purpoſes aforeſaid, in the Place and Stead of the ſaid preſent or any ſucceeding or other Truſtee or Truſtees who ſhall ſo die, or be ſo deſirous to quit and be diſcharged of and from the aforeſaid Truſts; and that when and ſo often as any new Truſtee or Truſtees ſhall be nominated or appointed as aforeſaid, the ſaid Stocks, Annuities, Monies and Truſt-Premiſſes, or ſo much thereof as ſhall be then undiſpoſed of as aforeſaid, and all Securities for the ſame, or any Part thereof, and all Stocks or Funds in which the ſame, or any Part thereof, ſhall be then inveſted, ſhall be thereupon with all convenient Speed aſſigned and transferred ſo and in ſuch Sort as that the ſame ſhall be legally and effectually veſted in the ſurviving or continuing former Truſtee or Truſtees, and ſuch new Truſtee or Truſtees upon the Truſts aforeſaid; and that every ſuch new Truſtee or Truſtees ſhall and may in all Things act in the Management, Carrying on and Execution of the Truſts aforeſaid, every or any of them, in Conjunction with the others or other of them who ſhall ſurvive or continue, as fully and effectually in all Reſpects, and to all Intents and Purpoſes, as if he or they had been originally in and by theſe Preſents nominated or appointed a Truſtee or Truſtees for the Purpoſes aforeſaid, any Thing herein before contained to the contrary notwithſtanding. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid Truſtees Parties hereto, or any of them, or any new Truſtee or Truſtees to be nominated or appointed as aforeſaid, or any of them, their or any of their Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for any more of the ſaid Truſt-Monies and Premiſſes than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſame Monies and Premiſſes, or any Part thereof, ſo as ſuch Loſs happen without their wilful Defaults, nor the one of them for the other or others of them, or for the Acts, Deeds, Receipts, Diſburſements or Defaults, the one of the other or others of them, but each of them only for his own Acts, Deeds, Receipts, Diſburſements and Defaults; and alſo that it ſhall and may be lawful for them the ſaid Truſtees Parties hereto, and ſuch new Truſtee or Truſtees, to be nominated or appointed as aforeſaid, and each and every of them, their and each and every of their Heirs, Executors and Adminiſtrators, in the firſt Place by and out of the ſaid Truſt-Monies and Premiſſes to deduct and reimburſe him and themſelves reſpectively all ſuch Loſs, Coſts, Charges and Expences as he, they, or any of them ſhall ſuſtain, expend, or be put unto, for or by Reaſon of the Truſts aforeſaid, or the Management or Execution thereof, or any other Thing in any wiſe relating thereto. In Witneſs, &c.

from Time to Time.

Stocks, &c. to be veſted in them all.

Truſtees not chargeable for each other,

and only for wilful Loſſes, &c.

They may retain their Charges, &c.

A Settlement

A Settlement before Marriage, by which in Purſuance of an Agreement the Husband ſettles Lands of Inheritance, and a Church-Leaſe for Lives, and transfers South-Sea *Stock: The Lady's Father transfers* South-Sea *Stock and Annuities, both to be re-transferred to themſelves and two more, to be inveſted in Lands to be ſettled. The Lands,* &c. *are limited, after Husband and Wife, to Son or Sons of the Marriage, appointed by their Father, not exceeding an Eſtate Tail Male. If no Appointment, to the firſt,* &c. *Terms for Portions,* &c. *Jointure to the Wife out of different Funds. Directions for ſettling Lands when purchaſed; and other ſpecial Matters, as in the Margin.* N° 12.

THIS Indenture quadrupartite, made the tenth Day of *November Anno Domini* 1727, in the firſt Year of the Reign, *&c.* between *Abel Aſh* of *Bruton* in the County of *Cambridge*, Eſq; of the firſt Part, *Denzil Dun* of *Enfield* in the ſaid County of *Cambridge*, Eſq; and *Francis Fell* of *Getten* in the County of *Hereford*, Eſq; of the ſecond Part, *Joſeph Jell* of *Kirkall* in the ſaid County of *Hereford*, Eſq; and *Lewis Lane* of *Marran* in the County of *Norfolk*, Eſq; of the third Part, and *Oliver Oldys* of *Parrow* in the ſaid County of *Norfolk*, Eſq; and *Ruth Oldys*, Spinſter, youngeſt Daughter of the ſaid *Oliver Oldys*, of the fourth Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Abel Aſh* and the ſaid *Ruth Oldys*. And whereas in Proſpect and Conſideration of the ſaid intended Marriage, and for making ſuch Proviſion and Settlement upon and for the ſaid *Ruth Oldys*, and the Children and Iſſue of the ſaid intended Marriage, as is herein after mentioned, it hath been agreed by and between the ſaid *Abel Aſh* and *Oliver Oldys* in Manner following, (that is to ſay) That he the ſaid *Abel Aſh* ſhould forthwith ſettle, convey and aſſure the Manor, Meſſuages, Lands, Tenements and Hereditamenrs, herein after mentioned to be hereby granted and releaſed (as well Freehold of Inheritance as Leaſehold for Lives) to and for the Uſes and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Limitations and Agreement herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; and alſo that he the ſaid *Abel Aſh* ſhould transfer, or procure to be transferred, 18000 *l.* Capital *South-Sea* Stock in the Books of the *South-Sea* Company unto *Simon Slade* of *London*, Gent. to the Intent that the ſaid *Simon Slade* ſhould forthwith transfer the ſame 18000 *l.* Stock in the ſaid Books of the ſaid Company unto the ſaid *Oliver Oldys*, *Denzil Dun*, *Abel Aſh* and *Francis Fell*, upon the Truſts, and for the Purpoſes herein after mentioned and declared of and concerning the ſame; and that in Conſideration of the Premiſſes, and for and as and in full of the Marriage-Portion of the ſaid *Ruth Oldys*, and for and towards the making ſuch Proviſion and Settlement as aforeſaid, the ſaid *Oliver Oldys* ſhould transfer, or procure to be tranſferred, 2000 *l.* Capital *South-Sea* Stock, and 14000 *l.* *South-Sea* Annuities, in the reſpective Books of the ſaid *South-Sea* Company, unto the ſaid *Simon Slade*, to the Intent that the ſaid *Simon Slade* ſhould forthwith transfer the ſame 2000 *l.* Stock, and 14000 *l.* Annuities, in the ſaid reſpective Books of the ſaid Company, unto the ſaid *Oliver Oldys*, *Denzil Dun*, *Abel Aſh*, and *Francis Fell*, upon the Truſts and for the Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively. And whereas the ſaid *Abel Aſh*, in Purſuance and Part of Performance of the ſaid recited Agreements, hath on or before the Day of the Date hereof transferred the ſaid 18000 *l.* *South-Sea* Stock in the Books of the ſaid Company unto the ſaid *Simon Slade*; and the ſaid *Oliver Oldys*, in Purſuance and Performance of his ſaid recited Agreement, hath alſo on or before the Day of the Date hereof transferred the ſaid 2000 *l.* *South-Sea* Stock, and 14000 *l.* *South-Sea* Annuities, in the reſpective Books of the ſaid Company, unto the ſaid *Simon Slade*, all which ſaid Stocks and Annuities the ſaid *Simon Slade* hath alſo on or before the Day of the Date hereof, transferred in the ſaid reſpective Books of the ſaid Company

The Parties.

The intended Marriage recited.

And that it is agreed the Huſband ſhall ſettle Freehold of Inheritance and Leaſehold for Lives,

and transfer South-Sea Stock,

upon Truſts, *&c.*

and that the Lady's Father ſhall transfer South-Sea Stock and South Sea Annuities,

upon Truſts, *&c.*

and that the Huſband has transferred Stock, and the Lady's Father Annuities.

pany unto the ſaid *Oliver Oldys*, *Denzil Dun*, *Abel Aſh* and *Francis Fell*, as by the ſaid reſpective Books of the ſaid Company, Relation being thereunto had, may appear: Now this Indenture witneſſeth, that in Conſideration of the ſaid intended Marriage, and of the ſaid *South-Sea* Stock and Annuities, ſo transferred by the ſaid *Oliver Oldys*, for and as and in full of the Marriage-Portion of the ſaid *Ruth* his Daughter as aforeſaid, and in further Purſuance of the ſaid recited Agreements of him the ſaid *Abel Aſh*, and for making ſome Proviſion for and towards the Jointure of the ſaid *Ruth Oldys*, in caſe (after the Solemnization of the ſaid intended Marriage) ſhe ſurvive the ſaid *Abel Aſh* her intended Huſband, and for making ſome Proviſion for the Children and Iſſue of the ſaid intended Marriage, and for ſettling and aſſuring the Manor, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to the firſt hereby granted and releaſed, to and for the Uſes and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Limitations and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame, and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Abel Aſh* in Hand paid by the ſaid *Denzil Dun* and *Francis Fell*, at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Abel Aſh* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Denzil Dun* and *Francis Fell*, their Heirs and Aſſigns, all that the Manor or reputed Manor of *Titton*, with the Rights, Royalties, Franchiſes, Hereditaments and Appurtenances whatſoever, thereunto belonging or appertaining, or therewith uſed or enjoyed, within the Pariſh of *Vam* or elſewhere in the ſaid County of *Cambridge*; and alſo all that Capital Meſſuage, Manſion or Manor-Houſe of *Titton* in the ſaid Pariſh of *Vam*, commonly called *Woll*, with the Barns, Buildings, Yards, Gardens, Orchards, Lands and Hereditaments to the ſame Meſſuage or Manor-Houſe belonging or appertaining, or therewith uſed or enjoyed, containing about two Acres; and all thoſe forty ſeveral Cloſes or Parcels of Land, Meadow, Paſture, and Wood-ground to the ſame Meſſuage alſo belonging or appertaining, or therewith uſed or enjoyed, lying and being in *Vam* aforeſaid, and commonly called by the ſeveral Names next herein after mentioned, (that is to ſay) [*Here follow many Parcels*] and alſo all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Abel Aſh*, or whereof or wherein he, or any Perſon or Perſons in Truſt for him, is or are ſeiſed of any Eſtate of Freehold and Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in *Vam*, *Yar* and *Zen* aforeſaid, every or any of them, and which were purchaſed by him the ſaid *Abel Aſh*, of and from the ſaid *Adam Aſton*, and *Bona* his Wife, *Charles Aſton* and *Delia* his Wife, and *Edward Eades* and *Flavia* his Wife, or any of them, with their and every of their Appurtenances, (All which ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned or intended ſo to be now in the actual Poſſeſſion of the ſaid *Denzil Dun* and *Francis Fell*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Abel Aſton* for the Term of one whole Year, in Conſideration of 5*s.* to him paid by the ſaid *Denzil Dun* and *Francis Fell*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him and the ſaid *Abel Aſh*, of, in, to or out of the ſame Manor, Meſſuages, Lands, Tenement, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned, or intended to be herein before granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Denzil Dun* and *Francis Fell*, their Heirs and Aſſigns for ever, to and for the Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Powers, Limitations and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) to the Uſe and Behoof of the ſaid *Abel Aſh* and of his Heirs, until

The Conſideration, &c.

The Grant, Releaſe, &c.

Bargain for a Year mentioned.

General Words.

Habendum in Fee,

upon Truſts, &c.

the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then to the Uſe and Behoof of the ſaid *Abel Aſh* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Denzil Dun* and *Francis Fell*, and their Heirs, during the natural Life of the ſaid *Abel Aſh*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after thereof limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Abel Aſh* and his Aſſigns during his Life to receive and take the Rents and Profits thereof to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Ruth Oldys* his intended Wife, and her Aſſigns, for and during the Term of her natural Life, in Part of her Jointure; and from and after the ſeveral Deceaſes of them the ſaid *Abel Aſh* and *Ruth* his intended Wife, and the Deceaſe of the Survivor of them, then to the Uſe of the ſaid *Joſeph Fell* and *Lewis Lane*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of five hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame Term; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of five hundred Years, and ſubject thereunto, to the Uſe and Behoof of all and every, or ſuch one or more of the Sons of the ſaid *Abel Aſh* on the body of the ſaid *Ruth* his intended Wife to be begotten, and for ſuch Eſtate and Eſtates, (not larger than or exceeding an Eſtate or Eſtates in Tail Male) and in ſuch Parts, Shares and Proportions, Manner and Form, with or without Power of Revocation, as he the ſaid *Abel Aſh*, at any Time or Times during his Life, by any Deed or Deeds, Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his Laſt Will and Teſtament in Writing, to be by him ſigned, publiſhed and declared in the Preſence of three or more credible Witneſſes, ſhall direct, limit, give or appoint the ſame; and in Default of ſuch Direction, Limitation, Gift and Appointment, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, and as to ſuch Part or Parts of the Premiſſes whereof no ſuch Direction, Limitation, Gift or Appointment as aforeſaid ſhall be made, to the Uſe and Behoof of the firſt Son of the ſaid *Abel Aſh* on the Body of the ſaid *Ruth* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons of the ſaid *Abel Aſh* on the Body of the ſaid *Ruth* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, the Elder of ſuch Sons and the Heirs Male of his Body being always preferred, and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies; and for Default of ſuch Iſſue, then to the Uſe of the ſaid *Denzil Dun* and *Francis Fell*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of three hundred Years from thence next enſuing and fully to be compleat and ended, without Impeachment of Waſte, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame Term; and from and after the End, Expiration or other ſooner Determination of the ſaid Term of three hundred Years, then to the Uſe and Behoof of the ſaid *Abel Aſh*, and of his Heirs and Aſſigns for ever. And as to, for and concerning the ſaid Term of five hundred Years herein before limited to the ſaid *Joſeph Fell* and *Lewis Lane*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under

to the Uſe of the Huſband for Life, *ſans* Waſte; then to the Truſtees, to preſerve, &c.

then to the Uſe of the Wife for Life, in Part of Jointure; then to the Uſe of the other Truſtees for a long Term, *ſans* Waſte upon Truſts, &c. after mentioned; then to the Sons, ſome or one of them, for Eſtates not exceeding Tail Male,

and in Proportions to be appointed by the Huſband.

For want of Appointment, &c.

to the firſt and other Sons ſucceſſively in Tail Male,

then to the Uſe of the firſt Truſtees for a long Term, upon Truſts, &c. after mentioned;

then to the Huſband in Fee.

The Truſts of the firſt Term declared, by this, and the like Term in Lands to be purchaſed,

under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame Term (that is to ſay) that in caſe there ſhall be one or more Child or Children of the ſaid *Abel Aſh* on the Body of the ſaid *Ruth* his intended Wife begotten (beſides an Elder or only Son) then upon Truſt that they the ſaid *Joſeph Fell* and *Lewis Lane*, their Executors, Adminiſtrators or Aſſigns, ſhall and do after the reſpective Commencements of the aforeſaid Term of five hundred Years, and of the like Term of five hundred Years, to be limited of and in the Meſſuages, Lands or Hereditaments herein after agreed to be purchaſed and ſettled, and as the ſame ſhall reſpectively commence, and not before or ſooner, (unleſs with the expreſs Conſent of the ſaid *Abel Aſh* and *Ruth* his intended Wife, or of the Survivor of them, teſtified in Writing under his, her or their Hands and Seals, or Hand and Seal) by Demiſe, Sale or Mortgage of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes comprized, or to be comprized in the ſame Terms reſpectively, or of a competent Part thereof, for all or any Part of the ſame reſpective Terms, or either of them, or by ſuch other Ways or Means as they the ſaid *Joſeph Fell* and *Lewis Lane*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns ſhall think fit, raiſe and levy, or borrow and take up at Intereſt ſuch Sum and Sums of Money for the Portion and Portions of all and every ſuch Child and Children (except an Eldeſt or only Son) as are herein after mentioned (that is to ſay) if but one ſuch Child, then the Sum of 10000 *l.* of lawful Money of *Great Britain* for his or her Portion, the ſame to be paid to ſuch only Child if a Son at his Age of twenty-one Years, and if a Daughter at her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen, if ſuch Time of Payment happen after the Commencement of the ſaid reſpective Terms of five hundred Years and five hundred Years, or either of them, but if before, then within three Calendar Months next after the Commencement of the ſame Terms, or either of them, and not ſooner, (unleſs with ſuch Conſent as aforeſaid) and if there ſhall be two ſuch Children and no more, then the Sum of 12000 *l.* of like Money for their Portions; and if there ſhall be three or more ſuch Children, then the Sum of 18000 *l.* of like Money for their Portions; the ſaid Portions of ſuch Children (if more than one) to be ſhared and divided between or amongſt them in ſuch Parts or Proportions as the ſaid *Abel Aſh* by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his Laſt Will and Teſtament in Writing to be by him ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, ſhall direct or appoint; and in Default of ſuch Direction and Appointment, then the ſame Portions ſhall be equally divided between and amongſt all the ſame Children (except as aforeſaid) Share and Share alike, and ſhall be paid to ſuch of them as ſhall be a Son or Sons at the Age of twenty-one Years, and to ſuch of them as ſhall be a Daughter or Daughters at the Age of twenty-one Years or Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Commencement of the ſaid reſpective Terms of five hundred Years and five hundred Years, or either of them; but if before, then within three Calendar Months next after the Commencement of the ſame Terms, or either of them, and not ſooner, (unleſs with ſuch Conſent as aforeſaid.) Provided always, that in caſe any of the ſame Children being a Son or Sons ſhall die before the ſaid Age of twenty-one Years, or being a Daughter or Daughters ſhall die before the ſaid Age of twenty-one Years or Marriage, then the Portion or Portions of him, her or them ſo dying, ſhall go and be paid unto and amongſt the Survivors or Survivor of them, but ſubject to ſuch Diſtribution or Appointment to be made thereof between or amongſt them as aforeſaid; and in Default thereof, then to be equally divided between them Share and Share alike (if more than one) when the original Portion or Portions of ſuch ſurviving Child or Children ſhall become payable as aforeſaid, ſo always that no one of them ſhall have above the Sum of 10000 *l.* for his or her Portion, nor any two of them above the Sum of 12000 *l.* between them for their Portions. Provided alſo, that in caſe all the ſame Children ſhall die before ſuch their ſaid reſpective Age or Marriage, then the ſaid Monies ſo to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed ſhall not be raiſed, but ſhall ceaſe for the Benefit of the Perſon or Perſons next in Reverſion or Remainder of the Premiſſes herein before mentioned or intended to be hereby conveyed expectant

to raiſe Portions for younger Children, at what Time,

different Sums in different Events with regard to their Number,

to be divided as their Father ſhall appoint.

In Default of Appointment, equally;

when payable.

Benefit of Survivorſhip, but ſubject to ſuch Appointment.

Reſtriction as to the Sums.

Proviſo for ceaſing the Portions.

on

on the ſaid Terms of five hundred Years hereby limited, and then alſo ſo much thereof as ſhall be then raiſed ſhall be paid to the ſame Perſon or Perſons next in Reverſion or Remainder as aforeſaid. And upon this farther Truſt, that the ſaid *Joſeph Fell* and *Lewis Lane*, their Executors, Adminiſtrators and Aſſigns, ſhall and do by and out of the Rents and Profits, as well of the ſaid Premiſſes hereby ſettled, as of thoſe to be purchaſed and ſettled as herein after is mentioned, or any Part thereof, as ſoon as may be after the Deceaſe of the ſaid *Abel Aſh*, and until the ſaid Portion or Portions of the ſaid younger Child or Children ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay for the Maintenance and Education of the ſame Child or Children, ſuch yearly Sum or Sums of Money and for ſuch reſpective Times as are next herein after mentioned (that is to ſay) until their reſpective Ages of twelve Years the ſeveral yearly Sums following, *viz.* if but one ſuch Child, the yearly Sum of 160 *l.* and if two ſuch Children and no more, the yearly Sum of 120 *l.* apiece; and if three or more ſuch Children, the yearly Sum of 100 *l.* apiece; and from and after the ſaid reſpective Ages of twelve Years, and until their ſaid reſpective Portions ſhall become payable, the ſeveral yearly Sums following, *viz.* if but one ſuch Child, the yearly Sum of 200 *l.* and if two ſuch Children and no more, the yearly Sum of 160 *l.* apiece; and if three or more ſuch Children, the yearly Sum of 120 *l.* apiece, (ſo always that ſuch yearly Maintenances exceed not in the whole the Intereſt of the reſpective Portions of the ſame Children after the Rate of 3 *l. per Cent. per Annum*) ſuch yearly Sum or Sums for Maintenance and Education to commence and be accounted from the Deceaſe of the ſaid *Abel Aſh*, and to be paid to or for ſuch younger Child or Children reſpectively at the four moſt uſual Feaſts or Days of Payment in the Year (that is to ſay) the Feaſts of the Annunciation of the Bleſſed Virgin *Mary*, the Nativity of St. *John* Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord *Chriſt*, by even and equal Portions, free of all Taxes and other Deductions. And upon this further Truſt, that they the ſaid *Joſeph Fell* and *Lewis Lane*, their Executors, Adminiſtrators and Aſſigns, ſhall and do until ſome one of the ſaid Portions ſhall become payable, permit and ſuffer ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the ſaid herein before granted and releaſed Premiſſes expectant on the ſaid Terms of five hundred Years hereby limited, ſhall for the Time being belong or appertain, by virtue of theſe Preſents, to receive and take the Reſidue of the Rents and Profits, as well of the ſaid Premiſſes hereby ſettled, as of thoſe to be purchaſed and ſettled, (over and above ſo much thereof as ſhall from Time to Time be paid, or become payable for the Maintenance and Education of ſuch Child or Children as aforeſaid.) Provided always, that no ſuch Demiſe, Sale or Mortgage as aforeſaid, ſhall be made until ſome one of the ſaid Portions of the ſaid younger Children ſhall become payable as aforeſaid. Provided alſo, that in caſe there ſhall be no ſuch Child or Children of the ſaid *Abel Aſh* on the Body of the ſaid *Ruth* his intended Wife to be begotten, (ſave an Eldeſt or only Son as aforeſaid) or there being ſuch Child or Children, all of them ſhall die before their reſpective Age or Marriage, or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for his, her or their Portion or Portions as aforeſaid, and alſo ſuch Maintenance in the mean Time and until the ſame Portion or Portions ſhall become payable as aforeſaid, ſhall be by the ſaid *Joſeph Fell* and *Lewis Lane*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by ſuch Perſon or Perſons as for the Time being ſhall be next in Reverſion or Remainder of the ſaid herein before granted and releaſed Premiſſes expectant upon the ſaid Terms of five hundred Years therein, paid, or to the Good-liking of the ſaid *Joſeph Fell* and *Lewis Lane*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſecured to be paid, according to the Purport, true Intent and Meaning of theſe Preſents, then and in every or any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of five hundred Years of and in the ſaid herein before granted and releaſed Premiſſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing therein contained to the contrary notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that

Proviſion for Maintenances, &c.

in Proportion to their Number, and Ages,

Reſtriction as to the *Quantum*,

in the mean Time, &c. the Remainder Man to enjoy the

Reſidue of the Rents, &c.

No Demiſe, &c. till Portion payable;

if no ſuch Child, or Portion raiſed,

(and Maintenance)

or ſecured, &c.

this Term to ceaſe.

Other Advancement by the Husband, to be accounted as Portion, or Part.

if the said *Abel Ash* shall advance such his said Child or Children (not being an Eldest or only Son as aforesaid) with Portions in his Life-time, or that any Lands or Hereditaments, Monies, Goods or Chattels shall be given, or come by or from him at his Death unto or for the Benefit of the same Child or Children, (except as aforesaid) then and in such Case such Portions, Monies, Goods and Chattels, and the Value of such Lands or Hereditaments, shall be accounted as Part (if less in Value than the Portion or Portions herein before provided or intended for the same Child or Children) but (if as much or more in Value) than in full of the same Portion or Portions, unless he the said *Abel Ash* shall by Writing under his Hand declare the contrary. And as to, for and concerning the said Term of three hundred Years herein before limited to the said *Denzil Dun* and *Francis Fell*, their Executors, Administrators and Assigns as aforesaid, it is hereby declared and agreed by and between all the said Parties to these Presents, that the same is so limited to them, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoes and Agreements as are herein after mentioned, expressed and declared of and concerning the same Term, (that is to say) in Case the said *Abel Ash* shall die without Issue Male of his Body on the Body of the said *Ruth* his intended Wife to be begotten, or being such, all of them shall die without Issue Male of his or their Body or Bodies, and that there be Issue one or more Daughter or Daughters of the said *Abel Ash* on the Body of the said *Ruth* his intended Wife begotten living at the Time of such Failure of Issue Male as aforesaid, or at any Time after, then upon Trust, that they the said *Denzil Dun* and *Francis Fell*, their Executors, Administrators or Assigns, shall and do after the respective Commencements of the aforesaid Term of three hundred Years, and of the like Term of three hundred Years, to be limited of and in the said Messuages, Lands or Hereditaments herein after agreed to be purchased and settled, and as the same shall respectively commence, and not before or sooner, (unless with the express Consent of the said *Abel Ash* and *Ruth* his intended Wife, or of the Survivor of them, testified as aforesaid, by Demise, Sale or Mortgage of the said Messuages, Lands, Hereditaments and Premisses comprized, or to be comprized in the said Terms respectively, or of a competent Part thereof, for all or any Part of the same respective Terms, or either of them, and by and with the Rents and Profits of all or any Part of the Premisses, in both or either of the same Terms comprized, or to be comprized, in the mean Time and until such Sale (over and above such Part of the said Rents and Profits as shall be applied for the Maintenance and Education of such Daughter or Daughters, as is herein after mentioned) raise and levy, or borrow and take up at Interest such Sum and Sums of Money for the Portion and Portions of all and every such Daughter and Daughters as are herein after mentioned, (that is to say) if but one such Daughter, then the Sum of 16000 *l.* of lawful Money of *Great Britain*, for her Portion, to be paid at her Age of twenty-one Years or Day of Marriage, which shall first happen, if such Time of Payment happen after the Commencement of the said respective Terms of three hundred Years and three hundred Years, or either of them; but if before, then within three Calendar Months after the Commencement of the same Terms, or either of them, and not sooner (unless with such Consent as aforesaid;) and if there shall be two such Daughters and no more, then the Sum of 20000 *l.* of like Money for their Portions; and if there shall be three or more such Daughters, then the Sum of 24000 *l.* of like Money for their Portions; the said Portions of the same Daughters (if more than one) to be shared and divided between or amongst them in such Parts and Proportions as the said *Abel Ash* by any Writing or Writings under his Hand and Seal, attested by two or more credible Witnesses, or by his Last Will and Testament in Writing, to be by him signed, sealed and published in the Presence of the like Number of Witnesses, shall direct or appoint; and in Default of such Direction and Appointment, then the said Portions shall be equally divided between and amongst all the same Daughters, Share and Share alike, and shall be paid to them respectively at their respective Ages of twenty-one Years or Days of Marriage, which shall first happen, if such respective Times of Payment happen after the Commencement of the said respective Terms of three hundred Years and three hundred Years, or either of them; but if before, then within three Calendar Months after the Commencement of the same Terms, or either of them,

The Trusts of the second Term declared;

if no Issue Male,

to raise Portions for Daughters, by this and the like Term in Lands to be purchased,

(besides Maintenances)

in Proportion to their Number;

to be divided as their Father shall appoint;

if no Appointment, equally;

when payable.

and

and not ſooner (unleſs with ſuch Conſent as aforeſaid.) Provided always, that in Caſe any of the ſame Daughters ſhall happen to die before ſhe or they ſhall attain the ſaid Age of twenty-one Years or be married, then the Portion or Portions of her or them ſo dying ſhall go and be paid to and amongſt the Survivors or Survivor of them, but ſubject to ſuch Diſtribution or Appointment to be made thereof between or amongſt them as aforeſaid; and in Default thereof, then to be equally divided between them, Share and Share alike (if more than one) when the original Portion or Portions of ſuch ſurviving Daughter or Daughters ſhall become payable as aforeſaid; ſo as no one of them ſhall have above the Sum of 16000 *l.* for her Portion, nor any two of them above the Sum of 20000 *l.* between them for their Portions. Provided alſo, that in caſe all the ſaid Daughters ſhall happen to die before any of them ſhall attain the Age of twenty-one Years or be married, then the ſaid Sum or Sums of Money appointed to be raiſed for their Portion or Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of the Perſon or Perſons next in Reverſion or Remainder of the ſaid hereby granted and releaſed Premiſſes, expectant on the ſaid Term of three hundred Years therein; and then alſo ſo much thereof as ſhall be then raiſed, ſhall be paid to the ſame Perſon or Perſons in Reverſion or Remainder as aforeſaid. And upon this farther Truſt, that the ſaid *Denzil Dent* and *Francis Fell*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents and Profits as well of the ſaid Premiſſes hereby ſettled, as of thoſe to be purchaſed and ſettled, as herein after is mentioned, or any Part thereof, as ſoon as may be after the Deceaſe of the ſaid *Abel Aſh*, and until the Portion or Portions of the ſaid Daughter or Daughters ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay, for the Maintenance and Education of the ſame Daughter or Daughters, ſuch yearly Sum and Sums of Money, and for ſuch Times as are next herein after mentioned; (that is to ſay) till their reſpective Ages of twelve Years, the ſeveral yearly Sums following, *viz.* if but one ſuch Daughter, the yearly Sum of 200 *l.* and if two ſuch Daughters and no more, the yearly Sum of 120 *l.* apiece; and if three or more ſuch Daughters, the yearly Sum of 100 *l.* apiece; and from and after their ſaid reſpective Ages of twelve Years, and until their ſaid reſpective Portions ſhall become payable, the yearly Sums following, *viz.* if but one ſuch Daughter, the yearly Sum of 400 *l.* and if two ſuch Daughters and no more, the yearly Sum of 300 *l.* apiece; and if three or more ſuch Daughters, the yearly Sum of 250 *l.* apiece; (ſo always that ſuch yearly Maintenances ſhall not exceed in the whole the yearly Sum of 1000 *l.*) ſuch yearly Sum or Sums for the Maintenance and Education of the ſaid Daughter or Daughters to commence and be accounted from the Deceaſe of the ſaid *Abel Aſh*, and to be paid to or for the ſaid Daughter or Daughters reſpectively at the four moſt uſual Feaſts or Days of Payment before mentioned, by even and equal Portions, free of all Taxes, and other Deductions. Provided always, That no ſuch Sale or Mortgage as is laſt herein before mentioned ſhall be made, until ſome one of the ſaid laſt mentioned Portions ſhall become payable. Provided alſo, That in Caſe there ſhall be no ſuch Daughter or Daughters of the ſaid *Abel Aſh* on the Body of the ſaid *Ruth* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after; or there being ſuch Daughter or Daughters, all of them ſhall happen to die before any of them ſhall attain the Age of twenty-one Years, or be married; or in Caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for ſuch Daughters Portions as aforeſaid, and alſo ſuch Maintenance in the mean Time, and until the ſame Portion or Portions ſhall become payable as aforeſaid, ſhall be by the ſaid laſt named Truſtees, their Executors, Adminiſtrators or Aſſigns, raiſed, levied and paid by the Ways and Means in that Behalf aforementioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes herein before mentioned, or intended to be hereby granted and releaſed, expectant on the ſaid Term of three hundred Years therein paid, or to the Good-liking of the ſame Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſecured to be paid, according to the Purport, true Intent and Meaning of theſe Preſents; then, and in any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of three hundred Years, of and in the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes,

Benefit of Survivorſhip, but ſubject to ſuch Appointment.

Reſtriction as to the *Quantum*.

If all die, &c. the Portions to ceaſe.

Proviſion for Maintenances,

in Proportion to their Ages and Number;

Reſtriction as to the *Quantum*.

No Sale, &c. until Portion payable.

If no ſuch Daughter, &c.

or Portions (and Maintenances) paid,

or ſecured, &c. this Term to ceaſe.

Premiſſes, herein before granted and releaſed, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby declared by and between all the ſaid Parties to theſe Preſents, that if the ſaid *Abel Aſh* ſhall advance or prefer ſuch his ſaid Daughter or Daughters in Marriage with a Portion or Portions in his Life-time, or that any Sum or Sums of Money ſhall be raiſed for them or any of them, by Virtue of the ſaid ſeveral Terms of five hundred Years limited and to be limited as aforeſaid, or either or any of them, or the Truſts of either or any of them, or that any Lands or Tenements, Monies, Goods or Chattels ſhall deſcend or come from him the ſaid *Abel Aſh*, unto or for the Benefit of his ſaid Daughter or Daughters; then, and in ſuch Caſe, ſuch Portion and Portions, Monies, Goods and Chattels, and the Value of ſuch Lands or Tenements, ſhall be accounted as Part (if leſs in Value than the Portion or Portions laſt herein before provided or intended for the ſame Daughter or Daughters) but (if as much or more in Value) then in full of the ſame Portion or Portions, unleſs he the ſaid *Abel Aſh* ſhall by Writing under his Hand declare the contrary. And whereas by Indenture of Leaſe bearing Date the third Day of *July* 1721, and made or mentioned to be made between *George Gee* Doctor in Divinity, Archdeacon of *Ely*, and Parſon Imparſonee of the Pariſh-Church of *Yar* in the County of *Cambridge*, of the one Part, and *Henry Hart*, then of the *Inner Temple*, *London*, Eſq; (ſince deceaſed) of the other Part, the ſaid *George Gee*, for the Conſiderations therein expreſſed, did, or is therein mentioned to demiſe, grant, and to farm let, unto the ſaid *Henry Hart*, all that the Parſonage and Rectory of *Yar* aforeſaid, and all and ſingular the Lands, Tenements, Rents, Marſhes, Tithes, Emoluments, Commodities, Advantages and Profits, with their Appurtenances whatſoever, to the ſaid *George Gee* or his Succeſſors in any Manner of wiſe appertaining or belonging, being, coming, growing, renewing or ariſing in *Yar* aforeſaid, and *Irrand* in the ſaid County of *Cambridge*, (except all Advowſons of Churches, and Gifts of Benefices) To hold, perceive and occupy the ſaid Parſonage and Rectory, Lands, Tenements, Rents, Marſhes, Tithes, and all other the thereby demiſed Premiſſes (except before excepted) unto the ſaid *Henry Hart*, his Heirs and Aſſigns, for and during the Term and Time of the natural Lives of the ſaid *Abel Aſh* (therein named *Abel Aſh* of *London*, Eſq;) *Kezia Hart* (then Wife, and now the Widow and Relict of the ſaid *Henry Hart)* and *Henry Hart* (then Son and Heir Apparent, and now Son and Heir of the ſaid *Henry Hart* deceaſed) and for and during the Life and Lives of the longeſt Liver of them, at and under the yearly Rent of 40 *l.* of lawful Money of *Great Britain*, payable to the ſaid *George Gee* and his Succeſſors, by four equal Quarterly Payments, in Manner therein mentioned. And farther, by the ſame Indenture the ſaid *George Gee* did, or is therein mentioned to demiſe, grant, and to farm let, unto the ſaid *Henry Hart* deceaſed, all the Tithe and Tithes of the Lands which were then reputed, taken and known to be within the ſaid Pariſh of *Yar*, which did ſome time belong to *Moccat* in the ſaid County of *Cambridge*; To hold, perceive and take the ſame, to the ſaid *Henry Hart* deceaſed, his Heirs and Aſſigns, for and during the Term and Time of the natural Lives of the ſaid *Abel Aſh*, *Kezia Hart*, and *Henry Hart* the Son, and for and during the Life and Lives of the longeſt Liver of them, at and under the yearly Rent of 6 *s.* 8 *d.* of like Money, payable to the ſaid *George Gee* and his Succeſſors by four equal Payments, in Manner therein mentioned. And laſtly, the ſaid *George Gee* did, or is therein mentioned to demiſe, grant, and to farm let, unto the ſaid *Henry Hart*, deceaſed, all the Woodlands, Woods and Underwoods belonging to the ſaid Parſonage of *Yar* aforeſaid, called or known by the Name of *Yar* Park, with all Commodities, Advantages and Profits thereunto belonging; To hold the ſame, unto the ſaid *Henry Hart*, deceaſed, his Heirs and Aſſigns, for and during the Term and Time of the natural Lives of the ſaid *Abel Aſh*, *Kezia Hart*, and *Henry Hart* the Son, and for and during the Life and Lives of the longeſt Liver of them, at and under the like yearly Rent of 6 *s.* 8 *d.* of like Money, payable to the ſaid *George Gee* and his Succeſſors in like Manner as aforeſaid, as by the ſaid recited Indenture of Leaſe, Relation being thereunto had, may more fully appear. And whereas the ſaid Parſonage, Rectory, Lands, Tenements, Tithes, Woods

Advancement by their Father, or by the other Terms,

to be accounted, &c.

unleſs he declare the contrary.

A Church-Leaſe

of a Rectory

and Tithes recited,

and of Woodlands, &c.

for three Lives,

at ſeparate Rents, &c.

Woods and Woodlands, Hereditaments and Premiſſes, in and by the ſaid recited Indenture demiſed and granted as aforeſaid, or mentioned or intended ſo to be, are ſince by good and ſufficient Conveyances and Aſſurances in the Law come to and veſted in the ſaid *Abel Aſh*, for and during the ſaid Eſtate and Term therein, as by Indentures of Leaſe and Releaſe bearing Date reſpectively the fourth and fifth Days of *July* 1721, between the ſaid *Henry Hart* deceaſed, of the one Part, and the ſaid *Abel Aſh* of the other Part, Relation being thereunto reſpectively had, may appear: Now this Indenture further witneſſeth, That in Conſideration of the ſaid intended Marriage, and for other the Conſiderations aforeſaid, and alſo in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Abel Aſh* in Hand paid by the ſaid *Denzil Dun* and *Francis Fell*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Abel Aſh* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Denzil Dun* and *Francis Fell*, their Heirs and Aſſigns, all and every the ſaid Parſonage and Rectory, Lands, Tenements, Rents, Marſhes, Tithes, Woodlands, Woods, Underwoods, Hereditaments and Premiſſes in and by the ſaid recited Indenture of Leaſe demiſed and granted as aforeſaid, or mentioned or intended ſo to be, with their and every of their Appurtenances, (All which ſaid Parſonage, Rectory, Lands, Tenements, Tithes, Woodlands, Hereditaments, and other the ſaid laſt mentioned Premiſſes, are now in the actual Poſſeſſion of the ſaid *Denzil Dun* and *Francis Fell*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Abel Aſh* for the Term of one whole Year, in Conſideration of 5*s.* to him paid by the ſaid *Denzil Dun* and *Francis Fell*, in and by one other Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Right and Benefit of Renewal, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Abel Aſh*, of, in, to or out of the ſaid laſt herein before granted and releaſed Premiſſes, Parſonage, Rectory, Lands, Tenements, Tithes, Woodlands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Parſonage, Rectory, Lands, Tenements, Tithes, Woodlands, Hereditaments, and all and ſingular other the Premiſſes in and by the ſaid recited Indenture of Leaſe demiſed and granted, and herein before granted and releaſed, or mentioned, or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *Denzil Dun* and *Francis Fell*, their Heirs and Aſſigns, to the Uſe of them the ſaid *Denzil Dun* and *Francis Fell*, their Heirs and Aſſigns, for and during the natural Lives of them the ſaid *Abel Aſh*, *Kezia Hart*, and *Henry Hart* the Son, and the Lives and Life of the longeſt Livers and Liver of them, (ſubject to the Rents and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, which on the Tenants or Leſſees Part are to be paid, done and performed) upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) in Truſt for the ſaid *Abel Aſh* and his Heirs, until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then in Truſt for the ſaid *Abel Aſh* and his Aſſigns, for and during the Term of his natural Life; and from and after his Deceaſe, then in Truſt for the ſaid *Ruth* his intended Wife, and her Aſſigns, for and during the Term of her natural Life, in further Part of her Jointure; and from and after the ſeveral Deceaſes of them the ſaid *Abel Aſh* and *Ruth* his intended Wife, and the Deceaſe of the Survivor of them, then in Truſt for ſuch of the Sons of the ſaid *Abel Aſh* on the Body of the ſaid *Ruth* his intended Wife to be begotten as ſhall firſt attain his Age of twenty-one Years, and the Heirs and Aſſigns of ſuch Son, for and during the Continuance of the aforeſaid Eſtate and Term of and in the ſame Premiſſes; and in the mean Time (from and after the Deceaſe of the Survivor of them the ſaid *Abel Aſh* and *Ruth* his intended Wife) in Truſt to permit and ſuffer the eldeſt or only Son for the Time being of the ſaid *Abel Aſh* by the ſaid *Ruth* his intended Wife, to receive and take the clear Rents and Profits of the ſaid laſt herein before granted and releaſed Premiſſes, to and for his

and that the ſame is veſted in the Huſband.

He grants, &c. the ſame to Truſtees,

(Bargain for a Year mentioned)

and Right, &c. of Renewal;

Habendum,

upon Truſt

for the Huſband till the Marriage, and then for Life;

and then for the Wife for Life, in Part of Jointure; then in Truſt for ſuch Son, his Heirs, &c. as ſhall firſt attain twenty-one Years; in the mean Time (after Death of Huſband and Wife) to permit the Eldeſt to take the Profits.

If no Son attain that Age, in Truſt for the Huſband, &c.

his and their own Uſe and Benefit. Provided always, that in caſe there ſhall be no Son or Sons of the ſaid *Abel Aſh* on the Body of the ſaid *Ruth* his intended Wife to be begotten, or being ſuch, all of them ſhall die before any of them attain the ſaid Age of twenty-one Years, then in Truſt for the ſaid *Abel Aſh*, his Heirs and Aſſigns, for all the Continuance of the aforeſaid Eſtate and Term therein.

New Leaſes to be in the Names of theſe Truſtees,

And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that all new Leaſes which ſhall hereafter be taken of the ſaid laſt herein before granted and releaſed Premiſſes, or any Part thereof, ſhall from Time to Time be taken in the Names of the ſaid *Denzil Dun* and *Francis Fell*, or of the Survivor of them, his Heirs or Aſſigns, and ſhall from Time to Time remain, continue, and be ſubject and liable to the like Truſts as are herein before declared of and concerning the ſame Premiſſes, and as near thereto as may be, and the Nature of the Caſe will admit.

and to the like Truſts, &c.

Truſtees (upon Requeſt) to ſurrender to renew.

And further, that the ſaid *Denzil Dun* and *Francis Fell*, their Heirs or Aſſigns, from Time to Time, and ſo often as they ſhall be requeſted by the ſaid *Abel Aſh* and *Ruth* his intended Wife, or the Survivor of them, ſo to do, ſhall ſurrender, or cauſe to be ſurrendered the Leaſe then in being of and in the ſame Premiſſes, in order that the ſame may be renewed upon the like Truſts as aforeſaid, or as near thereto as may be.

The Huſband covenants to obtain Renewals;

And the ſaid *Abel Aſh*, for the Conſiderations aforeſaid, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Denzil Dun* and *Francis Fell*, their Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following, (that is to ſay) That in Caſe the ſaid intended Marriage take Effect, he the ſaid *Abel Aſh*, his Heirs, Executors or Adminiſtrators, ſhall and will at his and their own Coſts and Charges within the Space of one Year next after the Solemnization thereof, or at leaſt within the Space of one Month after any one of them the ſaid *Abel Aſh*, *Kezia Hart*, and *Henry Hart* the Son ſhall happen to die, cauſe and procure the Life of the ſaid *Ruth Oldys* (in caſe ſhe be then living) to be inſerted in the Leaſe of the ſaid laſt mentioned Premiſſes; and alſo ſhall and will from Time to Time during the Life of him the ſaid *Abel Aſh*, cauſe and procure new Leaſes to be made and taken of the ſame Premiſſes, upon the like Truſts as aforeſaid, or as near thereto as may be, when and ſo often as any of the Perſons on whoſe Lives the ſame do or ſhall depend ſhall happen to die, ſo that at the Time of the Deceaſe of him the ſaid *Abel Aſh* there ſhall be two Lives at leaſt in the Leaſe then in being of the ſame Premiſſes (whereof the Life of the ſaid *Ruth Oldys*, if ſhe be then living, ſhall be one) and ſhall and will from Time to Time bear and pay all Fines and other incident Charges of and for ſuch Renewals.

the Wife's Life to be inſerted on the firſt Vacancy.

A leaſing Power to Huſband and Wife ſucceſſively of theſe Lands, &c.

Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Abel Aſh* at any Time or Times hereafter during his natural Life, and from and after his Deceaſe, to and for the ſaid *Ruth* his intended Wife (in caſe ſhe ſhall him ſurvive) at any Time or Times during her natural Life, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſaid Manor, Meſſuages, Lands, Tenements, Parſonage, Rectory, Tithes, Hereditaments and Premiſſes herein before granted and releaſed, or any of them, or any Part thereof, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof reſpectively, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes, and ſo as none of the ſame Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein, and ſo as in every of ſuch Leaſes there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſpectively reſerved, and ſo as the Leſſee and Leſſees to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

with Reſtrictions as to Term, &c.

Power to them ſucceſſively to fell Underwoods in theſe Premiſſes,

Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Abel Aſh* at any Time or Times hereafter during his Life, and from and after his Deceaſe to and for the ſaid *Ruth* his intended Wife (in caſe ſhe ſhall him ſurvive) at any Time or Times during her Life,

Life, to make Falls and Sales of all or any of the Underwoods growing or to grow upon all or any the ſaid Woods or Wood-lands, ſo as ſuch Falls and Sales be made according to the Uſage and Cuſtom of the Country there, and when the ſame Underwoods are of the uſual Growth and Standing, any Thing herein before contained to the contrary notwithſtanding. And the ſaid *Abel Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Denzil Dun* and *Francis Fell*, their Heirs, Executors and Adminiſtrators, in Manner following, (that is to ſay) That all and every the ſaid Manor, Meſſuages, Lands, Tenements, Parſonage, Rectory, Tithes, Hereditaments and Premiſſes, hereby, or mentioned or intended to be hereby granted and releaſed, ſhall or lawfully may, from Time to Time, and at all Times hereafter, remain, continue and be, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the Powers, Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively, and ſhall and may be peaceably and quietly had, held and enjoyed accordingly, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Abel Aſh*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them, or any of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Abel Aſh*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions; and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Abel Aſh*, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim, from, by, under, or in Truſt for him, them, or any of them, (except the Rents and Services from henceforth to become due and payable to the Lord or Lords of the Fee or Fees of the Premiſſes, or any Part thereof; and alſo except ſuch Leaſes for Years as are now in being of and in the ſame Premiſſes, or any Part thereof, whereupon the improved yearly Rents are reſpectively reſerved and made payable; and except the Rents and Covenants in the ſaid recited Indenture of Leaſe from the ſaid *George Gee* reſerved and contained, and which on the Tenant or Leſſee's Part are to be paid, done and performed.) And moreover, that he the ſaid *Abel Aſh* and his Heirs, and all other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either at Law or in Equity, of, in, to or out of the ſame Manor, Meſſuages, Lands, Parſonage, Rectory, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, (except as is herein before excepted) will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *Denzil Dun* and *Francis Fell*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, but at the Coſts and Charges in the Law of the ſaid *Abel Aſh*, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch farther and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying, Settling and Aſſuring of the ſaid Manor, Meſſuages, Lands, Tenements, Parſonage, Rectory, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, with their Appurtenances, to and for the Uſes and Purpoſes, upon the Truſts, and under and ſubject to the Powers, Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively as by the ſaid *Denzil Dun* and *Francis Fell*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch

the Falls to be according to the Cuſtom of the Country.

The Huſband covenants for quiet Enjoyment, &c.

free from Incumbrances,

except Rents, &c.

and Leaſes in being,

and Rents and Covenants in the Leaſe,

and for farther Aſſurances.

farther Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his, her or their then reſpective Dwellings or Places of Abode. And this Indenture farther witneſſeth, That in Conſideration of the ſaid intended Marriage, and in farther Purſuance of the ſaid recited Agreements, and for making ſuch farther Proviſion for the Jointure and Maintenance of the ſaid *Ruth Oldys* for her Life, in caſe ſhe ſhall (after the Solemnization of the ſaid intended Marriage) happen to ſurvive the ſaid *Abel Aſh* her intended Huſband, and alſo ſuch farther Proviſion and Settlement upon and for the Children and Iſſue of the ſaid intended Marriage as is herein after-mentioned, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that the ſaid 18000 *l.* and 2000 *l.* Capital *South-Sea* Stock, and 14000 *l.* *South-Sea* Annuities, ſo transferred to the ſaid *Oliver Oldys*, *Denzil Dun*, *Abel Aſh* and *Francis Fell* as aforeſaid, and were ſo to them transferred, upon this ſpecial Truſt and Confidence, that they the ſaid *Oliver Oldys*, *Denzil Dun*, *Abel Aſh* and *Francis Fell*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and do forthwith, or ſo ſoon as conveniently may be after the Solemnization of the ſaid intended Marriage, ſell and diſpoſe of as well the ſaid 18000 *l.* and 2000 *l.* Capital *South-Sea* Stock (making together 20000 *l.* Capital *South-Sea* Stock) as alſo the ſaid 14000 *l.* Annuities, either together or in Parcels, for the moſt Monies and beſt Price that can be reaſonably had or gotten for the ſame reſpectively: and ſhall and do forthwith thereupon, or ſo ſoon after as a convenient Purchaſe or Purchaſes can be found, lay out and diſpoſe of the Monies ariſing by ſuch Sale or Sales, as well of the ſaid 20000 *l.* *South-Sea* Stock as of the ſaid 14000 *l.* *South-Sea* Annuities, in one or more Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments, of an Eſtate of Inheritance in Fee-ſimple in Poſſeſſion, in ſome convenient Place or Places within that Part of *Great Britain* called *England*, and thereupon ſettle, convey and aſſure, or cauſe and procure all ſuch Meſſuages, Lands, Tenements or Hereditaments ſo to be purchaſed as aforeſaid, to be ſettled, conveyed and aſſured, to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Limitations and Agreements herein after mentioned, expreſſed and directed, or referred to, of and concerning the ſame reſpectively, (that is to ſay) as to all the ſaid Meſſuages, Lands, Tenements or Hereditaments, ſo to be purchaſed as aforeſaid, to the Uſe and Behoof of the ſaid *Abel Aſh* and his Aſſigns for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of Truſtees to be for that Purpoſe named, and their Heirs, during the natural Life of the ſaid *Abel Aſh*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after mentioned, limited, directed or referred to from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Abel Aſh* and his Aſſigns during his natural Life to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then as to ſuch Part and ſo much of the ſame Meſſuages, Lands, Tenements or Hereditaments, as ſhall be purchaſed with the Monies ariſing by Sale of the ſaid 20000 *l.* *South-Sea* Stock, or ſuch Part and ſo much of the ſame Meſſuages, Lands, Tenements or Hereditaments, as ſhall be *bona fide* worth to be ſold full ſo much Monies as ſhall ariſe by Sale of the ſame 20000 *l.* *South-Sea* Stock, to the Uſe and Behoof of the ſaid *Ruth Oldys*, and her Aſſigns, for and during the Term of her natural Life, which together with the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes herein before limited to, or in Truſt for her for her Life in Part of her Jointure as aforeſaid, are to be and ſhall be in full for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all and every or any of the Manors, Meſſuages, Lands, Tenements or Hereditaments, whereof or wherein the ſaid *Abel Aſh* her intended Huſband now is, or at any Time hereafter during the intended Coverture between them ſhall be ſeiſed of any Eſtate of Freehold or Inheritance; and from and after the ſeveral Deceaſes of them the ſaid *Abel Aſh* and *Ruth* his intended Wife, and the Deceaſe

The Truſts of the *South-Sea* Stock and *South-Sea* Annuities declared, &c.

to ſell the ſame,

and lay out the Money in Purchaſes of Freeholds in *England*, and ſettle the Lands, &c. upon Truſts, &c. after mentioned,

viz. to the Huſband for Life, *ſans* Waſte,

Then to Truſtees to preſerve, &c.

then as to Part purchaſed by the Huſband's Money,

to the Uſe of the Wife for Life, to be (with the above) in full for Jointure, and in Bar of Dower;

of the Survivor of them, then as to ſuch Part, and ſo much of the ſaid Meſſuages, Lands or Hereditaments to be purchaſed as aforeſaid, as are herein before directed to be limited, to the Uſe of the ſaid *Ruth Oldys* for her natural Life as aforeſaid, and from and immediately after the Deceaſe of the ſaid *Abel Aſh*, then as to all the Reſt and Reſidue of the ſaid Meſſuages, Lands or Hereditaments to be purchaſed as aforeſaid, and which are not herein before directed to be limited to the Uſe of the ſaid *Ruth Oldys* for her natural Life as aforeſaid, to, for and upon ſuch or the ſame or the like Uſes, Truſt, Intents and Purpoſes, and under and ſubject to ſuch or the ſame or the like Powers, Proviſoes, Reſtrictions, Limitations and Agreements, as (from and after the ſeveral Deceaſes of the ſaid *Abel Aſh* and *Ruth* his intended Wife, and the Deceaſe of the Survivor of them) are herein before limited, expreſſed or declared of and concerning the ſame Manor, Meſſuages, Lands, Hereditaments and Premiſſes of Inheritance firſt herein before granted and releaſed, or as near thereto as may be, and the Deaths of Perſons will admit. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Oliver Oldys*, *Denzil Dun*, *Abel Aſh* and *Francis Fell*, or the Survivors or Survivor of them, his Executors or Adminiſtrators, in the mean Time after the Solemnization of the ſaid intended Marriage, and until ſuch Purchaſe or Purchaſes ſhall be made as aforeſaid, to ſell and diſpoſe of the aforeſaid 20000 *l. South-Sea* Stock, and 14000 *l. South Sea* Annuities, or either of them, or any Part or Parcel of them, or either of them, and from Time to Time to lend and place out the Monies ariſing by ſuch Sale or Sales, or other Diſpoſition, as alſo any Sum or Sums of Money which ſhall or may be paid in, of, for or on Account of the Principal or Capital of the ſaid Stock and Annuities, or any Part thereof, upon any publick or private Security or Securities at Intereſt, or to lay out and inveſt the ſame, or any Part thereof, in the Purchaſe of Stock in the Bank of *England*, *South-Sea* Company or *Eaſt-India* Company, or of *South-Sea* Annuities, or other publick Stocks or Funds, or to depoſite the ſame for ſafe Cuſtody in the Bank of *England*, or elſewhere, ſubject to the Truſts aforeſaid, and from Time to Time to call and receive in ſuch Monies ſo lent or placed out on Securities as aforeſaid, or to ſell and diſpoſe of ſuch Stocks, Annuities or Funds ſo to be purchaſed as aforeſaid, or any Part thereof; and again to lend, place out or inveſt the ſame Monies, or any Part thereof, in Manner aforeſaid, and as often as they ſhall think fit, ſubject to the Truſts before-mentioned. And it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that in the mean Time and until the ſaid 20000 *l. South-Sea* Stock, and 14000 *l South-Sea* Annuities, ſhall be ſold and diſpoſed of as aforeſaid, and from and after the ſame ſhall be ſo ſold and diſpoſed of, and until the Monies ariſing by ſuch Sale or Sales, or other Diſpoſition, ſhall be laid out and inveſted in ſuch Purchaſe or Purchaſes of Meſſuages, Lands, Tenements or Hereditaments, to be ſettled as aforeſaid, all the clear yearly Dividends, Intereſt, Profits and Produce that ſhall be made of the ſame Stock, Annuities and Monies, every or any Part thereof, or of any other Stocks, Annuities or Funds in the Purchaſe whereof the ſaid Monies or any Part thereof ſhall be laid out or inveſted as aforeſaid, ſhall be from Time to Time paid to and received by ſuch Perſon or Perſons as and to whom the Rents and Profits of the Meſſuages, Lands or Hereditaments, ſo to be purchaſed as aforeſaid (if purchaſed and ſettled) would for the Time being belong or appertain by Virtue of theſe Preſents and the Uſes and Limitations of the ſame Premiſſes reſpectively above mentioned or directed. And it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *Oliver Oldys*, *Denzil Dun*, *Abel Aſh* and *Francis Fell*, or any of them, their or any of their Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for any more of the ſaid Truſt-Monies than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſame Monies or any Part thereof, ſo as ſuch Loſs happen without their wilful Defaults, nor any one of them for the others of them, or for the Acts, Deeds, Receipts or Diſburſements of any one of them, or of the others of them, but each of them only for his own Acts, Deeds, Receipts and Diſburſements; and alſo that it ſhall and may be lawful to and for them the ſaid *Oliver Oldys*, *Denzil Dun*, *Abel Aſh* and *Francis Fell*, their Heirs, Executors and Adminiſtrators,

then as to this Part,

and, after his Death, as to the other Lands to be purchaſed,

to the like Uſes, &c.

as the Manor, &c. firſt releaſed, &c.

Agreement that

after the Marriage, and until Purchaſes, the Truſtees may Sell the Stock and Annuities, &c.

and place out the Money,

on Securities. &c.

or depoſited it in the Bank, *toties quoties*.

The Profits, till Purchaſe made,

to go as the Profits of the Lands, if purchaſed and ſettled.

Truſtees not to be accountable for each other,

nor for Loſſes without wilful Default;

to reimburſe themſelves the Charges of the Truſt.

to reimburſe themſelves the Charges of the Truſt.

Adminiſtrators, and every of them, in the firſt Place, out of the ſaid Truſt-Premiſſes to deduct and reimburſe themſelves all ſuch Loſs, Coſts, Charges and Expences, as they and every or any of them ſhall ſuſtain, expend or be put unto, for or by Reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. And whereas by Agreement between the ſaid *Oliver Oldys* and *Abel Aſh*, made previous hereunto, and in Proſpect and Conſideration of the ſaid intended Marriage, the ſaid 2000 *l.* *South-Sea* Stock, and 14000 *l.* *South-Sea* Annuities, ſo transferred by the ſaid *Oliver Oldys*, for and as and in full of the Marriage-Portion of the ſaid *Ruth* his Daughter as aforeſaid, are and were ſo by him transferred in Lieu, Diſcharge and full Satisfaction, not only of and for all ſuch Part, Share, Intereſt, Claim and Demand, as ſhe the ſaid *Ruth Oldys* at preſent hath of, in, to or out of all, every or any Part of the Perſonal Eſtates late of *Noah North*, Eſq; and *Oliviah North*, (the late Grandfather and Grandmother of her the ſaid *Ruth Oldys*) both deceaſed, or of either of them, and of and for all Legacies and Bequeſts made or given to or for the Benefit of her the ſaid *Ruth* by the ſaid *Noah North* and *Oliviah North*, or either of them, in and by their ſeveral and reſpective laſt Wills and Teſtaments, or any Codicil or Codicils to either of their ſaid Wills (except only ſuch Part, Share, Right, Benefit or Expectancy, as ſhall or may hereafter come or accrue to her the ſaid *Ruth*, or to the ſaid *Abel Aſh* in her Right, or to their Children, from the ſaid Perſonal Eſtates, or either of them by Survivorſhip) but alſo in Lieu, Diſcharge and full Satisfaction of and for any Part, Share, Intereſt, Claim and Demand which ſhe the ſaid *Ruth Oldys* at preſent hath, of, in, to or out of all and every or any Part of the Real and Perſonal Eſtate of the ſaid *Oliver Oldys* her Father, all which the ſaid *Abel Aſh* and *Ruth* his intended Wife do hereby own and acknowledge: Now therefore this Indenture further witneſſeth, that in Purſuance of the ſaid laſt recited Agreement, and in Conſideration of the ſaid intended Marriage and Marriage-Portion, the ſaid *Abel Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Oliver Oldys*, his Heirs, Executors and Adminiſtrators, in Manner following, (that is to ſay) that he the ſaid *Abel Aſh*, his Heirs, Executors and Adminiſtrators, and every of them, ſhall and will at any Time or Times after the Solemnization of the ſaid intended Marriage, at the Requeſt, Coſts and Charges of the ſaid *Oliver Oldys*, his Heirs, Executors or Adminiſtrators, legally and effectually releaſe and diſcharge all ſuch Part, Share, Intereſt, Claim and Demand as ſhe the ſaid *Ruth Oldys* at preſent hath, of, in, to or out of all and every or any Part of the Perſonal Eſtates late of the ſaid *Noah North* and *Oliviah North*, or either of them; and alſo all Legacies and Bequeſts made or given to or for the Benefit of her the ſaid *Ruth* by the ſaid *Noah North* and *Oliviah North*, or either of them as aforeſaid (except only ſuch Part, Share, Right, Benefit or Expectancy, as ſhall or may hereafter accrue to her the ſaid *Ruth Oldys*, or to the ſaid *Abel Aſh* in her Right, or their Children, from the ſame Perſonal Eſtates, or either of them by Survivorſhip) and alſo all ſuch Part, Share, Intereſt, Claim and Demand as ſhe the ſaid *Ruth Oldys* at preſent hath, of, in, to or out of all and every or any Part of the ſaid Real or Perſonal Eſtate of the ſaid *Oliver Oldys* her Father (except what he ſhall freely and voluntarily give or leave her by his laſt Will and Teſtament, or otherwiſe;) and alſo that he the ſaid *Abel Aſh*, his Heirs, Executors and Adminiſtrators, and every or any of them, ſhall and will at any Time or Times after the Solemnization of the ſaid intended Marriage, at the like Requeſt, Coſts and Charges of the ſaid *Oliver Oldys*, his Heirs, Executors or Adminiſtrators as aforeſaid, ratify and confirm, or do any legal and reaſonable Act, Matter or Thing whatſoever, for the eſtabliſhing, ratifying, making good and confirming all ſuch Diviſions, Partitions or Diſpoſitions as have been made by and between the ſaid *Oliver Oldys* and the Executors of the ſaid *Noah North* and *Olivia North*, or either of them, of the Eſtates late of them the ſaid *Noah North* and *Olivia North*, or either of them, and all Deeds, Tranſactions, Matters and Things which have been made, done or executed by the ſaid *Oliver Oldys* and the ſaid Executors, in order to any ſuch Diviſion, Partition or Diſpoſition as aforeſaid. In Witneſs, *&c.*

An Agreement recited, that the Portion paid by the Lady's Father is to be in Satisfaction of her Claim

on the Perſonal Eſtates of her Grandfather and Grandmother,

(except what may come by Survivorſhip)

and of any Claim on her Father's Eſtates.

The Huſband covenants,

after the Marriage had,

to releaſe accordingly;

and to confirm Diviſions, *&c.* made with the Executors of the Grandfather and Grandmother.

A Settlement before Marriage. The Mother of the intended Huſband joins in it. A Term created to raiſe Portions and Maintenance for Daughters. A Power to the Huſband (if there be a Son) to charge a Sum for younger Children. The Huſband covenants to leave a Sum of Money to the Wife, him ſurviving. Jointure, Leaſing-Power, &c. Nº 13.

THIS Indenture quadrupartite, made the fifteenth Day of *Auguſt Anno Domini* 1718. and in the fourth Year of the Reign of our Sovereign Lord *George*, &c. between *Arthur Aſton* of *Bidford* in the County of *Cheſter*, Eſq; and *Dorothy Due* of *Eaſtham* in the County of *Flint*, Widow, (Mother of the ſaid *Arthur Aſton*) of the firſt Part, *George Due* of *London*, Merchant, and *Hugh Hulſe* of *Jug* in the ſaid County of *Cheſter*, Doctor of Phyſick, of the ſecond Part, *Kenelm Kirby* of *London*, Merchant, and *Luke Hulſe* of *Jug* aforeſaid, Eſq; of the third Part, and *Matthew Kirby*, Citizen and Mercer of *London*, and *Olympia Kirby*, one of the Daughters of the ſaid *Matthew Kirby*, of the fourth Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Arthur Aſton* and the ſaid *Olympia Kirby*: Now this Indenture witneſſeth, that in Conſideration of the ſaid intended Marriage, and of the Sum of 6000 *l.* of lawful Money of *Great Britain*, to the ſaid *Arthur Aſton* in Hand paid by the ſaid *Matthew Kirby*, at or before the Enſealing and Delivery of theſe Preſents, as and for the Marriage-Portion of the ſaid *Olympia Kirby*, the Receipt and Payment of which ſaid Sum of 6000 *l.* he the ſaid *Arthur Aſton* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Matthew Kirby*, his Executors and Adminiſtrators for ever by theſe Preſents, and for providing a competent Jointure and Proviſion of Maintenance for the ſaid *Olympia Kirby*, in caſe ſhe ſhall, after the ſaid intended Marriage had, ſurvive and overlive the ſaid *Arthur Aſton* her intended Huſband, and for ſettling and aſſuring the Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, unto ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; and for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain*, to the ſaid *Arthur Aſton* and *Dorothy Due* in Hand paid by the ſaid *George Due* and *Hugh Hulſe*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Arthur Aſton* and *Dorothy Due* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *George Due* and *Hugh Hulſe*, their Heirs and Aſſigns, all that Meſſuage or Tenement, Farm and Lands, with the Appurtenances commonly called or known by the Name or Names of *Paſtyll*, or by whatſoever other Name or Names the ſame is or hath been called or known; and all thoſe ſeveral Cloſes, Pieces or Parcels of Land, Meadow and Paſture thereunto belonging, or therewith uſed or enjoyed, commonly called or known by the Name [*Here follow many more Parcels*]; which ſaid Meſſuages, Farms, Lands, Tenements and Hereditaments afore-mentioned, are together of the yearly Rent or Value of 600 *l.* or thereabouts; and all other the Meſſuages, Farms, Lands, Tenements and Hereditament whatſoever, with their and every of their Appurtenances, of them the ſaid *Arthur Aſton* and *Dorothy Due*, or either of them within the aforeſaid Pariſhes of *Bidford*, *Quigg* and *Raban*, and in every or any of them in the ſaid Counties of *Cheſter* and *Suffolk*, or either of them; together with all Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Ways, Waters, Watercourſes, Woods, Underwoods, Timber and Trees, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Rights, Royalties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid ſeveral Meſſuages or Tenements, Farms, Lands, Hereditaments and Premiſſes, or any of them, or any

The Parties.

The intended Marriage recited.

The Conſiderations.

The Grant, Releaſe, &c.

The Parcels.

Their Value.

General Words.

Other General Words.

Part or Parcel of them, or any of them belonging or in any wiſe appertaining, or with them or any of them now or at any Time heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them or any of them (except and always reſerved out of this preſent Conveyance all that Meſſuage or Tenement and Farm commonly called or known by the Name of *Cow Farm*, and all Lands thereto belonging, or therewith uſed or enjoyed, now or late in the Poſſeſſion of *Vincent Veal*, ſituate and being in *Bidford*, *Quigg* and *Raban* aforeſaid, ſome or one of them); All which ſaid Meſſuages or Tenements, Farms, Lands, Hereditaments and Premiſſes (except before excepted) are now in the actual Poſſeſſion of the ſaid *George Due* and *Hugh Hulſe*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Arthur Aſton* and *Dorothy Due* for the Term of one whole Year, commencing from the Feaſt of the Nativity of St. *John* the Baptiſt laſt paſt before the Date hereof, in Conſideration of 5 *s.* to them paid by the ſaid *George Due* and *Hugh Hulſe*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and made or mentioned to be made between the ſaid *Arthur Aſton* and *Dorothy Due* of the one Part, and the ſaid *George Due* and *Hugh Hulſe* of the other Part, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, and every of them, and every Part and Parcel thereof (except before excepted); and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Arthur Aſton* and *Dorothy Due*, and of either of them, of, in, to or out of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof (except before excepted); To have and to hold the ſaid Meſſuages or Tenements, Farms, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances (except before excepted) unto the ſaid *George Due* and *Hugh Hulſe*, their Heirs and Aſſigns, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame (that is to ſay) to the Uſe and Behoof of the ſaid *Arthur Aſton* and his Heirs, until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then to the Uſe and Behoof of the ſaid *Arthur Aſton* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *George Due* and *Hugh Hulſe*, and their Heirs, during the Life of the ſaid *Arthur Aſton*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Arthur Aſton* and his Aſſigns during his Life to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Olympia Kirby* his intended Wife, for and during the Term of her natural Life for her Jointure, and in Lieu, Bar and full Satisfaction of her Dower and Thirds at Common Law, which ſhe can or may have or claim of, in, to or out of all and every or any of the Meſſuages, Lands, Tenements and Hereditaments whereof or wherein the ſaid *Arthur Aſton* now is, or at any Time or Times hereafter during the Coverture between them ſhall be ſeiſed of any Eſtate of Freehold or Inheritance; and from and after the ſeveral Deceaſes of the ſaid *Arthur Aſton* and *Olympia* his intended Wife, and the Deceaſe of the Survivor of them, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Arthur Aſton* on the Body of the ſaid *Olympia* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and of all and every other the Son and Sons of the Body of the ſaid *Arthur Aſton* on the Body of the ſaid *Olympia* his intended Wife to be begotten, ſeverally, ſucceſſively and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and

Exception of a Parcel.

Bargain, &c. for a Year recited.

General Words.

Habendum in Fee,

upon Truſts, &c.

to the Huſband for Life, *ſans* Waſte; Remainder to Truſtees, to ſupport, &c.

then to the Wife for Life for her Jointure, in Bar of Dower;

then to firſt and other Sons in Tail Male;

of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing always to be preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Kenelm Kirby* and *Luke Hulſe*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of three hundred Years from thence next enſuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; And from and after the End, Expiration or other ſooner Determination of the ſaid Term of three hundred Years, then to the Uſe and Behoof of the ſaid *Arthur Aſton*, and of his Heirs and Aſſigns for ever. And as to, for and concerning the ſaid Term of three hundred Years herein before limited to the ſaid *Kenelm Kirby* and *Luke Hulſe*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them as aforeſaid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) in Caſe there ſhall be no Iſſue Male of the Body of the ſaid *Arthur Aſton* on the Body of the ſaid *Olympia* his intended Wife begotten, or being ſuch, all of them ſhall happen to die without Iſſue Male of their Bodies coming, and that there be Iſſue one or more Daughter or Daughters of the Body of the ſaid *Arthur Aſton* on the Body of the ſaid *Olympia* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after, then upon Truſt, that they the ſaid *Kenelm Kirby* and *Luke Hulſe*, their Executors, Adminiſtrators or Aſſigns, ſhall and do by Sale or Mortgage of the ſaid Term of three hundred Years of and in the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited as aforeſaid, or of and in a competent Part thereof, or by ſuch other Ways or Means as they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy ſuch Sum and Sums of Money for the Portion and Portions and Maintenance of all and every ſuch Daughter and Daughters, as are herein after expreſſed and declared, (that is to ſay) if but one ſuch Daughter, then the Sum of 6000 *l.* of lawful Money of *Great Britain*, for the Portion of ſuch only Daughter, to be paid to her at her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen, if he the ſaid *Arthur Aſton* be then dead, but if living, then within ſix Calendar Months next after his Death; and if two or more ſuch Daughters, then the Sum of 8000 *l.* of like Money for their Portions to be paid, to be equally divided amongſt them Share and Share alike, as and when they ſhall reſpectively attain their reſpective Ages of twenty-one Years, or be married, which ſhall firſt happen, if the ſaid *Arthur Aſton* be then dead, but if living, then within ſix Calendar Months. Provided always, that in Caſe any of the ſaid Daughters ſhall happen to die before ſhe or they ſhall attain the ſaid Age of twenty-one Years or be married, then the Portion or Portions of her or them ſo dying, ſhall go and be paid unto, and be equally divided amongſt the Survivors or Survivor of them, Share and Share alike, as and when the original Portion or Portions of ſuch ſurviving Daughter or Daughters ſhall become payable by Virtue of theſe Preſents, ſo always that no one ſuch Daughter ſhall have above the Sum of 6000 *l.* for her Portion. Provided alſo, that in Caſe all the ſaid Daughters ſhall happen to die before any of them attain the Age of twenty-one Years or be married, then the ſaid Sum or Sums of Money appointed to be raiſed for their Portions as aforeſaid, ſhall not be raiſed, but ſhall ceaſe for the Benefit of ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of three hundred Years ſhall for the Time being belong, by Virtue of the Limitations above mentioned. And upon this further Truſt, that they the ſaid *Kenelm Kirby* and *Luke Hulſe*, their Executors, Adminiſtrators and Aſſigns, ſhall and do by and out of the Rents, Iſſues and Profits of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited

then to other Truſtees for a Term, *ſans* Waſte;

then to the Huſband in Fee.

The Truſts of Term declared,

if no Iſſue Male, or all die,

to raiſe Portions for Daughters,

and Maintenances.

Different Sums according to their Number, at what Time payable.

Benefit of Survivorſhip,

with Reſtriction; if all die, &c. Portions to ſink.

Proviſion for Maintenances,

limited as aforeſaid, in the mean time (after the Deceaſe of the ſaid *Arthur Aſton*) and until the ſaid Portion or Portions of the ſaid Daughter or Daughters ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Daughter and Daughters, as to them the ſaid Truſtees, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall ſeem meet, ſo as the ſame exceed not the Intereſt of their ſaid reſpective Portions at the Rate of 5 *l. per Cent. per Annum.*

to permit Perſons intitled to enjoy the Reſidue.

And upon this farther Truſt, that they the ſaid *Kenelm Kirby* and *Luke Hulſe*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſon, to whom the next and immediate Reverſion and Remainder of the Premiſſes expectant upon the ſaid Term of three hundred Years, ſhall for the Time being belong, by Virtue of the Limitations afore-mentioned, until ſome or one of the ſaid Portions ſhall become payable, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſaid Premiſſes, over and above ſo much thereof as ſhall from Time to Time be paid for the reſpective Maintenances and Education of ſuch Daughter or Daughters. Provided always, that no ſuch Sale or Mortgage ſhall be made as aforeſaid until ſome one of the ſaid Portions ſhall become payable by Virtue of theſe Preſents. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe there ſhall be no ſuch Daughter or Daughters of the Body of the ſaid *Arthur Aſton* on the Body of the ſaid *Olympia* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after, or there being ſuch Daughter or Daughters, all of them ſhall happen to die before any of them attain the Age of twenty-one Years or be married; or in Caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for their Portions as aforeſaid, and alſo ſuch Maintenance in the mean Time and until the ſame Portions ſhall become payable as aforeſaid, ſhall be by the ſaid *Kenelm Kirby* and *Luke Hulſe*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of three hundred Years, paid, or to the Good-liking of the ſaid *Kenelm Kirby* and *Luke Hulſe*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſecured to be paid, according to the Purport, true Intent and Meaning of theſe Preſents; or in Caſe all and every the ſaid Daughter and Daughters ſhall be preferred or advanced by the ſaid *Arthur Aſton* in his Life-time, or at his Death, with Portions equal to or exceeding the Portions hereby for them provided; or in Caſe Lands or Tenements of Inheritance of like Value or more ſhall deſcend or come to the ſaid Daughters by or from the ſaid *Arthur Aſton*; or if the Portions ſo given, or the Lands or Tenements ſo left to ſuch Daughters as aforeſaid be not equal in Value to the Portions hereby for them intended, then in Caſe the ſaid *Kenelm Kirby* and *Luke Hulſe*, their Executors, Adminiſtrators or Aſſigns, ſhall by the Ways and Means aforeſaid raiſe and levy ſo much Monies as ſhall make up the Portions or Value of the Lands ſo advanced, given or left by the ſaid *Arthur Aſton* with or to his ſaid Daughters, full ſo much as the ſaid Portions hereby provided for them, ſhall amount unto; then, and in any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of three hundred Years, of and in the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in Caſe there ſhall be one or more Child or Children of the Body of the ſaid *Arthur Aſton* on the Body of the ſaid *Olympia* his intended Wife begotten (beſides an Eldeſt or only Son) then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *Arthur Aſton*, at any Time during his Life, by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, to charge the ſaid Meſſuages, Farms, Lands,

No Sale, &c. till Portion payable. If no ſuch Daughter, &c.

or Money raiſed,

paid, or ſecured,

or Daughters advanced by their Father, &c. in Whole,

or Part, and the Reſt raiſed,

the Term to ceaſe.

Power to the Father to charge the Lands with a Sum for younger Children.

Lands, Tenements, Hereditaments, and other the Premiſſes, or any of them, or any Part thereof (without Prejudice nevertheleſs to the Eſtate for Life of the ſaid *Olympia Kirby* therein) with the Payment of any Sum or Sums of Money not exceeding in the whole the Sum of 4000 *l.* of lawful Money of *Great Britain*, to or for the Benefit of all and every, or any ſuch Child or Children (not being an eldeſt or only Son as aforeſaid) to be raiſed, levied and paid at ſuch Time or Times, and in ſuch Parts, Shares, Proportions, Manner and Form, as he the ſaid *Arthur Aſton* ſhall by ſuch his Writing or Writings, or Laſt Will and Teſtament atteſted as aforeſaid, limit, direct, declare or appoint, with or without Power of Revocation, any Thing herein before contained to the contrary notwithſtanding. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Arthur Aſton*, at any Time or Times hereafter during his Life, and from and after his Deceaſe to and for the ſaid *Olympia* his intended Wife at any Time or Times hereafter during her Life, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſaid Meſſuages or Tenements, Farms, Lands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every of the ſaid Leaſes there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Arthur Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, convenant, promiſe, grant and agree, to and with the ſaid *George Due* and *Hugh Hulſe*, their Heirs, Executors and Adminiſtrators, in Manner following, (that is to ſay) That all and every the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, ſhall or may from Time to Time, and at all Times hereafter, remain, continue and be, to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Limitations and Agreements in and by theſe Preſents mentioned, expreſſed and declared of and concerning the ſame as aforeſaid; and ſhall and may be accordingly peaceably and quietly, had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Arthur Aſton* and *Dorothy Due*, or either of them, their or either of their Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſame Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them, either or any of them, or from, by or under, or in Truſt for any of the Anceſtors of the ſaid *Arthur Aſton*; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Arthur Aſton*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rents, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Arthur Aſton* and *Dorothy Due*, or either of them, their or either of their Heirs or Aſſigns, or by any of the Anceſtors of the ſaid *Arthur Aſton*, or by any Perſon or Perſons lawfully claiming or to claim, from, by or under them or any of them, or from, by or under their or any of their Act, Means, Aſſent, Conſent or Procurement (except ſuch Leaſes of the Premiſſes, or any Part thereof, for twenty-one Years or under, whereupon the improved yearly Rent is reſerved and made payable.)

without Prejudice to the Wife's Jointure.

Leaſing Power to Huſband and Wife reſpectively.

with Reſtrictions.

The Huſband covenants for quiet Enjoyment, &c.

free from Incumbrances.

(except Leaſes.)

and for farther Aſſurances.

And moreover, that he the ſaid *Arthur Aſton* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either at Law or in Equity, of, in, to or out of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by, or under, or in Truſt for him, them, or any of them, or from, by or under any of the Anceſtors of the ſaid *Arthur Aſton* (except ſuch Leſſees as aforeſaid, and their reſpective Executors, Adminiſtrators and Aſſigns, for and in reſpect only of ſuch excepted Leaſes) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *George Due* and *Hugh Hulſe*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, but at the proper Coſts and Charges in the Law of the ſaid *Arthur Aſton*, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch farther and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, be it by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, for the farther, better, and more perfect and abſolute granting and conveying of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame, as by the ſaid *George Due* and *Hugh Hulſe* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch farther Aſſurances be not compelled or compellable, for making or doing thereof to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And the ſaid *Dorothy Due* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *George Due* and *Hugh Hulſe*, their Heirs, Executors and Adminiſtrators, that ſhe the ſaid *Dorothy Due* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred, in Title, Charge, Eſtate, or otherwiſe howſoever (except ſuch Leaſes of the Premiſſes, or any Part thereof, for twenty-one Years or under, whereupon the improved Rent is reſerved). And the ſaid *Arthur Aſton*, in Conſideration of the ſaid intended Marriage, and for other the Conſiderations aforeſaid, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *George Due* and *Hugh Hulſe*, their Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhall take Effect, and the ſaid *Olympia Kirby* his intended Wife ſhall happen to ſurvive and overlive him, then and in ſuch Caſe he the ſaid *Arthur Aſton* ſhall and will, by his Laſt Will and Teſtament, or otherwiſe, give or leave unto or for the Benefit of her the ſaid *Olympia* his intended Wife, her Executors or Adminiſtrators, in Monies, Plate, Jewels or Houſhold Goods, the Sum or Value of 1000*l.* of lawful Money of *Great Britain*, over and above the Jointure and Proviſion herein before for her made. In Witneſs, *&c.*

The Mother covenants that ſhe hath not done any Thing to incumber,

except Leaſes.

The Huſband covenants to leave the Wife a Sum of Money, if ſhe ſurvives him.

A Settlement

A Settlement before Marriage by the intended Wife, (who is a Widow) with the Privity of the intended Husband, of her Estate, being Freehold, Leasehold, a Bond, Goods, &c. As to most Part, to the Husband, during the Joint Lives, towards House-keeping; as to other Part, to her separate Disposal; and as to other Part, to the Husband as a Portion, for which she surviving is to have an Annuity for Life. See the Margin. No 14.

THIS Indenture tripartite, made the thirteenth Day of *February Anno Domini* 1728, in the second Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain, &c.* between *Anne Allen* of *Betton* in the County of *Cornwall*, Widow, Executrix of the Last Will and Testament of *David Allen* late of *Betton* aforesaid, Blacksmith, her late Husband deceased, and Devisee and Residuary Legatee in his said Will named, and also Devisee named in the Last Will and Testament of *Edmund Eades*, late of the Parish of *Fixley* in the County of *Glouceſter*, Founder, her late Brother deceased, touching all his Real and Personal Estate, of the first Part, *Hugh Hall* Citizen and Wax-chandler of *London*, of the second Part, and *Joseph Jenks* Citizen and Loriner of *London*, and *Kenrick Keate* of *London*, Factor, of the third Part. Whereas a Marriage is intended by the Permission of God to be shortly had and solemnized between the said *Hugh Hall* and *Anne Allen*. And whereas in Prospect and Consideration of the said intended Marriage it hath been agreed by and between the said *Hugh Hall* and *Anne Allen*, that all the Real and Personal Estate whatsoever whereof the said *Anne Allen* is seised or possessed, or whereunto she is any ways intitled, shall be settled, conveyed and disposed of to such Uses, upon such Trusts, and to and for such Intents and Purposes, and in such Manner, as are herein after mentioned, expressed and declared of and concerning the same respectively: Now this Indenture witnesseth, That in Pursuance of the said Agreement, and in Consideration of the said intended Marriage, and for and in Consideration of the Sum of 10 *s.* of lawful Money of *Great Britain*, to the said *Anne Allen* in Hand paid by the said *Joseph Jenks* and *Kenrick Keate*, at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, she the said *Anne Allen*, with the Privity, Consent and Approbation of the said *Hugh Hall* her intended Husband (testified by his being a Party to, and his Sealing and Delivery of these Presents) hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, bargain, sell, alien, release and confirm, unto the said *Joseph Jenks* and *Kenrick Keate*, their Heirs and Assigns, all that Messuage or Tenement, and one Croft or Close thereunto belonging and adjoining, lying and being in *Fixley* aforesaid in the said County of *Glouceſter*, commonly called or known by the Name of *Loke Close*, and all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Ways, Easements, Commons, Cow-gates, Beast-gates, Horse-gates, Sheep-gates, Privileges, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenement, Croft or Close and Premisses, either or any of them, or any Part or Parcel of them, or any of them, belonging or in any wise appertaining, or therewith usually held, demised, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof; and also all other the Messuages or Tenements, Lands and Hereditaments whatsoever of her the said *Anne Allen* (being Freehold) in the Parish of *Fixley* aforesaid, or elsewhere, with their and every of their Appurtenances (all which said Messuage or Tenement, Croft, Lands, Hereditaments and Premisses, are now in the actual Possession of the said *Joseph Jenks* and *Kenrick Keate*, by Virtue of a Bargain and Sale to them thereof made by the said *Anne Allen* for the Term of one whole Year, in Consideration of 5 *s.* to her paid by the said *Joseph Jenks* and *Kenrick Keate*, in and by one Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring Uses into Possession made and provided); and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues and Profits thereof, and of every

The Parties.

An intended Marriage recited, and an Agreement that the Wife's Estate be settled as after, &c.

The Consideration.

The Wife, with Privity of the Husband,

grants, releases, &c. to Trustees.

The Parcels.

Bargain, &c. for a Year mentioned.

General Words.

Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever of her the ſaid *Anne Allen*, of, in and to the ſaid Meſſuage or Tenement, Croft and Premiſſes, every or any Part or Parcel thereof; To have and to hold the ſaid Meſſuage or Tenement, Croft, Hereditaments, and all and ſingular other the Premiſſes mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *Joſeph Jenks* and *Kenrick Keate*, their Heirs and Aſſigns, to the Uſe and Behoof of them the ſaid *Joſeph Jenks* and *Kenrick Keate*, and of their Heirs and Aſſigns for ever: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame. And whereas by Indenture of Leaſe bearing Date on or about the ſeventh Day of *October* 1721. and made or mentioned to be made between *Matthew Moyle*, junior, Citizen and Skinker of *London*, *Olivia Owen*, Widow, and *Peter Peck* of *Quett* in the County of *Cornwall*, Gent. of the one Part, and *Ralph Rich* of *Betton* aforeſaid, Carpenter, of the other Part, they the ſaid *Matthew Moyle*, *Olivia Owen* and *Peter Peck*, for the Conſideration, and by Virtue of the Licence therein mentioned, did demiſe unto the ſaid *Ralph Rich*, his Executors, Adminiſtrators and Aſſigns, all that Part or Parcel of an old Timber Meſſuage or Tenement ſituate in *Betton* aforeſaid, adjoining on the North-ſide to the Church-yard and to the Pariſh-Church of *Betton* aforeſaid, and on the Weſt-ſide to a then new built Brick Meſſuage then or then late in the Occupation of *Simon Strut*, which ſaid Part or Parcel contains in Length from the ſaid new built Brick Meſſuage Eaſtward forty-two Feet, and in Breath from North to South from the ſaid Church-yard to the back Part of the ſaid old Meſſuage forty-one Feet, little more or leſs; and alſo one other Part or Parcel of the ſaid old Meſſuage on the South-ſide thereof, and adjoining on the Eaſt-ſide of the ſaid Part or Parcel above mentioned, and reaching as far as the Paſſage into the Church-yard, containing in Length from the South-ſide of the ſaid old Meſſuage Northwards ſeventeen Feet, and in Breadth from Eaſt to Weſt ſeven Feet, little more or leſs; and alſo one Piece or Parcel of Ground adjoining to the Backſide or South-ſide of the ſaid old Timber Meſſuage, containing in Length from the jetting out of the new built Brick Meſſuage aforeſaid ſixty Feet, little more or leſs, and in Breadth from the South-ſide of the old Timber Meſſuage fifteen Feet, little more or leſs; and alſo one other Piece or Parcel of Ground, containing eleven Feet in Length from Eaſt to Weſt, and eight Feet in Breadth, lying beyond and adjoining to the Weſt and South Ends of the ſaid laſt mentioned Piece or Parcel of Ground, for the making a Vault or Neceſſary-houſe, the Extent and Dimenſions of all which ſaid Premiſſes are deſcribed in a Plan to the ſaid Indenture of Leaſe annexed; and alſo the Garret within the Roof of the other Part of the ſaid old Timber Meſſuage on the Eaſt-ſide of the Paſſage aforeſaid lying over Part of Mrs. *Tall*'s Lodgings, containing from Eaſt to Weſt forty Feet, little more or leſs; and all Ways and Paſſages thereunto belonging or uſually appertaining (except as therein is excepted) all which ſaid thereby demiſed Premiſſes then or then lately were in the Occupation of *Urſula Viner*, her Under-tenants or Aſſigns, as belonging to or Parcel of the ſaid great Meſſuage or Tenement; To hold unto the ſaid *Ralph Rich*, his Executors, Adminiſtrators and Aſſigns, from *Lady-day* then laſt paſt for the Term of twenty-one Years, under the yearly Rent of 8 *l.* payable as therein is mentioned, and under ſuch other Covenants and Agreements as are therein mentioned. And whereas by Indenture of Aſſignment bearing Date on or about the twelfth Day of *July* 1725, and made or mentioned to be made between the ſaid *Ralph Rich* of the one Part, and the ſaid *David Allen*, by the Name of *David Allen*, Gent. and the ſaid *Anne* then his Wife, of the other Part, reciting as therein is recited, and for the Conſiderations therein mentioned, the ſaid *Ralph Rich* did bargain, ſell, aſſign and ſet over unto the ſaid *David Allen* and *Anne Allen* their Executors, Adminiſtrators and Aſſigns, all that Part or Parcel of the ſaid old Timber Meſſuage or Tenement, and the ſeveral Pieces or Parcels of Ground and Premiſſes by the ſaid recited Indenture of Leaſe demiſed, (except as aforeſaid, and alſo except as in the ſaid Indenture of Aſſignment is mentioned to be excepted) and all Erections, Buildings and Improvements in and upon the ſaid demiſed Premiſſes, or any Part thereof, then erected, built, or made, together with all and ſingular the Rights, Members and Appurtenances

Habendum

upon Truſts after declared.

A Leaſe for Years recited,

of Part of an Houſe, &c.

and Piece of Ground, &c.

An Aſſignment of the ſame recited, to the intended Wife, and her former Huſband,

purtenances thereunto belonging or in any wiſe appertaining, or therewith uſed or enjoyed, or reputed as Part thereof; and all the Eſtate, Intereſt, Term of Years, Claim and Demand whatſoever of him the ſaid *Ralph Rich*, in and to the ſame and every Part thereof; To hold unto the ſaid *David Allen* and *Anne Allen*, and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, for and during the Reſidue of the ſaid Term of twenty-one Years then to come and unexpired, ſubject to the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained on the Tenant's Part to be done and performed, and ſubject to the Payment of 10 *s.* *per Ann.* Half-yearly to the Reverend Mr. *Wall*, Vicar of *Betton* aforeſaid, for the Privilege of a Doorway into the Church-yard, and the Advantage of certain Windows, Lights or Caſements; as in and by the ſaid recited Indentures of Leaſe and Aſſignment, Relation being thereunto reſpectively had, may more fully and at large appear. And whereas by Virtue of the ſaid recited Indentures of Leaſe and Aſſignment, or of the laſt Will and Teſtament of her ſaid late Huſband, or otherwiſe, ſhe the ſaid *Anne Allen* is now legally poſſeſſed of or intitled unto the ſaid Pieces or Parcels of Ground and Premiſſes above mentioned to be demiſed and aſſigned as aforeſaid, for all the now Reſidue of the ſaid Term of twenty-one Years therein. And whereas by Virtue of the ſame Will, or otherwiſe, ſhe the ſaid *Anne Allen* is legally intitled to the principal Sum of 2000 *l.* and Intereſt, now due and owing upon Bond dated the tenth Day of *December* 1726. from Sir *Xerxes Xoll* of the City of *London*, Knt. and Bart. *Zaccheus Zouch* of the City of *London*, Eſq; and *Andrew Jenks* of the ſame City, Sugar-Baker, to the ſaid *David Allen*, in the penal Sum of 4000 *l.* conditioned to be void on Payment of the principal Sum of 2000 *l.* and Intereſt in Manner therein mentioned; and is alſo legally poſſeſſed of, or intitled unto other Monies, Goods, Chattles and Perſonal Eſtate, and particularly to a Striking-Clock, a Copper, three Feather Beds, Quilts, Blankets and Sheets, and other Linen, Pewter, Braſs, and other Houſhold Goods and Furniture in the ſaid Meſſuage or Tenement at *Fixley* aforeſaid in the ſaid County of *Glouceſter*; and alſo to three Feather Beds, Hangings, Linen, Quilts and Blankets, and one Silver Tankard, one Silver Salver, two Silver Mugs, two Silver Salts, one Silver Cup and Cover, ſix Silver Spoons, a Silver Tea Pot, ſix Silver Tea Spoons, ſix Pewter Diſhes and two Dozen of Pewter Plates, three Braſs Porridge Pots, ſix Braſs Candleſticks and a Warming-Pan, ſeveral Chairs and Tables, two Cheſts of Drawers, one Clock and Caſe, one Eſcruitore, ſeveral Pictures, three Stoves, Tongs, *&c.* and other Furniture in the Houſe at *Betton* aforeſaid wherein ſhe now dwells, and alſo three Gold Rings and one Diamond Ring. Now this Indenture further witneſſeth, That in further Purſuance of the ſaid recited Agreement, and in Conſideration of the ſaid intended Marriage, and alſo for and in Conſideration of the Sum of 10 *s.* of like lawful Money to the ſaid *Anne Allen* in Hand paid by the ſaid *Joſeph Jenks* and *Kenrick Keate*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowleged, ſhe the ſaid *Anne Allen*, with the Privity, Conſent and Approbation of the ſaid *Hugh Hall* teſtified as aforeſaid, hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Joſeph Jenks* and *Kenrick Keate*, their Executors, Adminiſtrators and Aſſigns, the ſaid Piece or Parcel, Pieces or Parcels of Ground, Erections, Buildings, Hereditaments, and all and ſingular other the Premiſſes in and by the ſaid recited Indentures of Leaſe and Aſſignment demiſed and aſſigned, or mentioned ſo to be as aforeſaid, (except as before is mentioned to be excepted) with their and every of their Appurtenances, and alſo the ſaid above mentioned Bond, and all the Benefit thereof, and the ſaid principal Sum of 2000 *l.* and Intereſt, now due or to grow or become due on the ſame Bond; and the ſaid ſeveral Goods, Furniture, Houſhold Stuff, Plate, Rings, and other Things above particularly mentioned; and all other the Monies, Goods, Chattels and Perſonal Eſtate whatſoever and whereſoever whereof ſhe the ſaid *Anne Allen* is now poſſeſſed, or whereunto ſhe is any ways intitled; and all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever of her the ſaid *Anne Allen*, of, in, to or out of the ſaid hereby aſſigned Premiſſes, every or any Part or Parcel thereof; To have and to hold the ſaid Piece or Parcel, Pieces or Parcels of

to hold to them and the Survivor, *&c.*

and that the Wife is intitled;

and that, by his Will, ſhe is intitled to Money due on Bond,

and other Money and Goods mentioned.

She aſſigns the Leaſehold,

Bond,

and Goods to the Truſtees.

Habendum the Leaſehold upon Truſts after, &c.

Ground, Erections, Buildings, Hereditaments and Premiſſes, by the ſaid recited Indentures demiſed and aſſigned as aforeſaid, with the Appurtenances, (except as aforeſaid) unto the ſaid *Joſeph Jenks* and *Kenrick Keate*, their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which is yet to come and unexpired of the ſaid Term of twenty-one Years therein, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; And to have, hold and enjoy the ſaid Bond and Monies due thereon, Goods, Furniture, Houſhold Stuff, Plate, Rings, and other Things and Perſonal Eſtate whatſoever hereby, or intended to be hereby aſſigned as aforeſaid, (except the ſaid Leaſehold Premiſſes) unto the ſaid *Joſeph Jenks* and *Kenrick Keate*, their Executors, Adminiſtrators and Aſſigns abſolutely, together with full Power, Licence and Authority to aſk, demand, ſue for, recover, get in and receive the ſaid Sum of 2000 *l.* and all Intereſt due and to grow due upon, or for the ſame, and every Part thereof, and all other the ſaid Perſonal Eſtate, (except as aforeſaid) upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſaid laſt hereby aſſigned Premiſſes. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that as well the ſaid Freehold and Leaſehold Meſſuage or Tenement, Pieces or Parcels of Ground, Erections, Buildings and Hereditaments, as alſo the ſaid Bond and Monies due thereon, Goods, Furniture, Houſhold Stuff, Plate, Rings, and other Perſonal Eſtate and Premiſſes hereby, or mentioned or intended to be hereby granted and aſſigned reſpectively unto the ſaid *Joſeph Jenks* and *Kenrick Keate*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively as aforeſaid, are and were ſo granted and aſſigned, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; that is to ſay, in Truſt for the ſaid *Anne Allen*, her Heirs, Executors, Adminiſtrators and Aſſigns reſpectively until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then upon Truſt that they the ſaid *Joſeph Jenks* and *Kenrick Keate*, and the Survivor of them, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, ſhall and do permit and ſuffer the ſaid *Hugh Hall* during the joint Lives of him and the ſaid *Anne Allen* his intended Wife, to receive and take the clear yearly Rents, Iſſues, Profits, Intereſt and Produce of all and ſingular the ſaid Freehold and Leaſehold Meſſuages, Pieces or Parcels of Ground, Lands and Hereditaments, and of the ſaid Monies and Perſonal Eſtate, and according to the ſeveral Eſtates and Intereſts therein, except the Sum of 1000 *l.* Part of the ſaid principal Sum of 2000 *l.* due on the ſaid Bond, which is to be called in and paid and applied in Manner herein after mentioned, and except the ſaid Houſhold Goods, Furniture, Plate and Rings, for and towards the Charges of Houſekeeping and other neceſſary Expences of his Family (he the ſaid *Hugh Hall* during ſuch Time paying the Rents and performing the Covenants in the ſaid recited Indenture of Leaſe reſerved and contained on the Tenant or Leſſee's Part, to be paid, done and performed in reſpect of the ſaid Leaſehold Premiſſes); And from and after the Deceaſe of ſuch of them the ſaid *Hugh Hall* and *Anne Allen* his intended Wife as ſhall firſt happen to die, then upon Truſt, that they the ſaid *Joſeph Jenks* and *Kezia Keate*, and the Survivor of them, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, ſhall and do grant, convey, aſſign and diſpoſe of all and ſingular the ſaid Meſſuage or Tenement, Pieces or Parcels of Ground, Hereditaments, Monies and Perſonal Eſtate (except the ſaid Sum of 1000 *l.* Part of the ſaid 2000 *l.* due on the aforeſaid Bond, and the ſaid Houſhold Goods, Furniture, Plate and Rings) unto ſuch Perſon or Perſons, and for ſuch Uſes and Eſtates, (according to the ſaid ſeveral Eſtates then in Being in the ſame Premiſſes, or any Part thereof) and in ſuch Parts and Proportions, and to and for ſuch Intents and Purpoſes, and in ſuch Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Anne Allen* ſhall from Time to Time (notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married) by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament,

and the Bond and Goods abſolutely,

(with Power to demand and ſue for the Money)

but upon Truſts, &c.

The Truſts of the Whole declared.

After the Marriage,

to permit the Huſband, during Joint Lives, &c. to take the Profits (except Half the Money due on the Bond, &c. of which after) towards Houſe-keeping;

then the Truſtees to convey, aſſign, &c.

(except as before)

to Nominees of the Wife;

to

to be by her ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, direct, limit, give, diſpoſe or appoint the ſame; and in Default of any ſuch Direction, Limitation, Gift, Diſpoſition and Appointment, or in Caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, and as to ſuch Part or Parts of the ſame Premiſſes, whereof no ſuch Direction, Limitation, Gift, Diſpoſition or Appointment ſhall be made, then in Truſt for the ſaid *Anne Allen*, her Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, to and for her and their own Uſe and Benefit, and to be by the ſaid Truſtees, or the Survivor of them, his Heirs, Executors, Adminiſtrators or Aſſigns reſpectively granted, aſſigned and diſpoſed of accordingly. And as to, for and concerning the ſaid Houſhold Goods, Furniture, Plate and Rings, from and immediately after the Solemnization of the ſaid intended Marriage, upon Truſt that they the ſaid *Joſeph Jenks* and *Kenrick Keate*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Anne Allen* from Time to Time, and at any Time or Times hereafter, notwithſtanding her Coverture, and whether ſhe be ſole or married, to have, uſe, wear and enjoy the ſame, or any of them, and to give away and diſpoſe of the ſame, and every or any Part thereof, at her own Free-will and Pleaſure, by any Writing or Writings under her Hand, it being the true Intent and Meaning of theſe Preſents, and of all the ſaid Parties hereto, that the ſaid laſt mentioned Premiſſes, or any Part thereof, ſhall not be under the Power or Controul of the ſaid *Hugh Hall* her intended Huſband, or ſubject or liable to his Debts or Engagements, but only at the ſole and ſeparate Diſpoſe of her the ſaid *Anne Allen*, notwithſtanding her Coverture: And in Default of ſuch Gift and Diſpoſition, and as to ſuch Part or Parts of the ſaid laſt mentioned Premiſſes whereof no ſuch Gift or Diſpoſition ſhall be made, then in Truſt for her the ſaid *Anne Allen*, her Executors and Adminiſtrators. And as to, for and concerning the Sum of 1000 *l.* Part of the ſaid Principal Sum of 2000 *l.* due upon the aforeſaid Bond, upon Truſt that they the ſaid *Joſeph Jenks* and *Kenrick Keate*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do, as ſoon as may be after the Solemnization of the ſaid intended Marriage, call, get in and receive the ſame 1000 *l.* and forthwith after Receipt thereof, ſhall and do pay and diſpoſe of the ſame unto the ſaid *Hugh Hall*, his Executors, Adminiſtrators or Aſſigns, to and for his and their own Uſe and Benefit, as and for the Portion of her the ſaid *Anne Allen*; yet nevertheleſs, in Caſe the ſaid Marriage take Effect, and the ſaid *Anne Allen* ſhall happen to ſurvive the ſaid *Hugh Hall* her intended Huſband, then the Heirs, Executors or Adminiſtrators of the ſaid *Hugh Hall* are to pay unto the ſaid *Anne Allen* during her Life the yearly Sum of 50 *l.* in Manner herein after mentioned, in Lieu of the Intereſt of the ſaid 1000 *l.* which yearly Sum of 50 *l.* is to be in full of all other her Claims and Demands out of, or in the Real and Perſonal Eſtate of the ſaid *Hugh Hall*, on any Account whatſoever: Now therefore he the ſaid *Hugh Hall*, in Conſideration of the Premiſſes, and of the ſaid intended Marriage, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Joſeph Jenks* and *Kenrick Keate*, their Executors and Adminiſtrators, that in Caſe the ſaid Marriage ſhall take Effect, and ſhe the ſaid *Anne Allen* ſhall happen to ſurvive the ſaid *Hugh Hall*, then the Heirs, Executors or Adminiſtrators of him the ſaid *Hugh Hall* ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Anne Allen* during her Life, one Annuity, yearly Rent or Sum of 50 *l.* of lawful Money of *Great Britain*, for and as the Intereſt of the ſaid Sum of 1000 *l.* free of all Taxes, at the four moſt uſual Feaſts or Days of Payment in every Year, (that is to ſay) the Feaſts of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John* Baptiſt, St. *Michael* the Archangel, nd the Birth of our Lord Chriſt, by even and equal Portions; the firſt Payment thereof to begin and be made on ſuch of the ſaid Feaſt-Days as ſhall firſt and next happen after the Deceaſe of the ſaid *Hugh Hall*. And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Annuity or yearly Sum of 50 *l* ſo to be paid to the ſaid *Anne Allen* as aforeſaid, is to be in Lieu and full Bar and Satisfaction of all Claims and Demands whatſoever, which ſhe can or may have or claim out of or in the real and perſonal Eſtate of the ſaid *Hugh Hall*, which he now is, or at any Time hereafter during the ſaid intended

for want of ſuch,

in Truſt for her, her Heirs, Executors, &c.

As to Goods before excepted, to ſuffer her to uſe them, notwithſtanding Coverture, and to give, &c.

without Controul of the Huſband, nor liable to his Debts.

If no Diſpoſition, &c. in Truſt for her, her Executors, &c.

As to Part of the Money due on Bond,

to pay the ſame to the Huſband as a Portion;

yet if ſhe ſurvive, ſhe is to receive an Intereſt during Life, in Lieu of all Demands, &c.

The Huſband covenants for the Payment of ſuch Annuity.

Agreement that the ſame is to be in Bar of all Demands out of real or perſonal Eſtate, Cuſtom of *London*, &c.

intended Coverture, or at the Time of his Death ſhall be ſeiſed or poſſeſſed of, or any wiſe intitled unto, or any Part thereof, either as her Dower and Thirds at the Common Law, or by Virtue of the Cuſtom of the City of *London*, (whereof the ſaid *Hugh Hall* is a Freeman) or by Virtue of the Statute for Diſtribution of Inteſtates Eſtates, or otherwiſe howſoever (ſave only the ſaid Annuity of 50 *l.* and what elſe the ſaid *Hugh Hall* ſhall voluntarily give her by his laſt Will and Teſtament, or otherwiſe). And the ſaid *Anne Allen* doth hereby conſent and agree to accept of the ſaid Annuity or yearly Sum of 50 *l.* accordingly. And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Joſeph Jenks* and *Kenrick Keate*, or the Survivor of them, his Executors or Adminiſtrators, from and after the Solemnization of the ſaid intended Marriage, with the Good-liking and Approbation of the ſaid *Hugh Hall* and *Anne Allen* his intended Wife, during their Joint-Lives, to call in the ſaid Monies, hereby, or intended to be hereby aſſigned as aforeſaid, or any Part thereof, and to lend and place out the ſame, or any Part thereof (except the ſaid Sum of 1000 *l.* ſo to be called in, paid and diſpoſed of as aforeſaid) upon any publick or private Security or Securities at Intereſt, or to inveſt the ſame, or any Part thereof (except as aforeſaid) in the Purchaſe of Stock in any of the Publick Companies or Funds, ſubject to the Truſts aforeſaid; and ſo from Time to Time to call in ſuch Monies ſo lent or placed out on Securities as aforeſaid, or to ſell and diſpoſe of ſuch Stock ſo to be purchaſed, or any Part thereof, as often as they ſhall think fit with ſuch Approbation as aforeſaid, and ſubject to the Truſts before mentioned. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *Joſeph Jenks* and *Kenrick Keate*, their Heirs, Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for any more Monies than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſaid Monies and Truſt-Eſtates, or any Part thereof, ſo as the ſame happen without their wilful Default, nor the one of them for the other of them, or for the Acts, Deeds or Defaults the one of the other, but each of them only for his own Acts, Deeds and Defaults. And further, that it ſhall and may be lawful to and for the ſaid *Joſeph Jenks* and *Kenrick Keate*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, and every of them, in the firſt Place, by and out of the ſaid Truſt-Eſtate and Premiſſes to deduct and reimburſe themſelves, and every of them, all ſuch Loſs, Coſts, Charges, Damages and Expences, as they and every or any of them ſhall be put unto or ſuſtain, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. And the ſaid *Hugh Hall* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Joſeph Jenks* and *Kenrick Keate*, their Executors, Adminiſtrators and Aſſigns, that he the ſaid *Hugh Hall* ſhall not nor will at any Time hereafter hinder or obſtruct the ſaid *Anne Allen* his intended Wife in making ſuch Diſpoſition, Direction, Limitation, Gift or Appointment as aforeſaid, but that he, his Heirs, Executors, and Adminiſtrators reſpectively, ſhall and will at any Time or Times hereafter, at the Requeſt of the ſaid *Joſeph Jenks* and *Kenrick Keate*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, make, do and execute any further and other lawful and reaſonable Act, Deed or Thing, Acts, Deeds or Things, as well for the better enabling her thereunto, as for the further and better granting, conveying, and aſſigning and aſſuring all and every or any of the ſaid hereby, or intended to be hereby granted and aſſigned Premiſſes reſpectively, unto the ſaid *Joſeph Jenks* and *Kenrick Keate*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, upon the Truſts, and for the Purpoſes herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively. In witneſs, *&c.*

She covenants to accept it. Power to the Truſtees (with Conſent) to call in and place out the Money (except *ut ſupra*) *toties quoties.*

They not chargeable for Loſs, *&c.* and only for their own Defaults, *&c.*

and may reimburſe themſelves Charges.

The Huſband covenants not to obſtruct her Diſpoſition, *&c.* but to eſtabliſh the ſame, *&c.* by any farther Deed.

4

A Settlement

A Settlement before Marriage, by which the Huſband, in Purſuance of a Power by a Settlement of his Father, limits a Jointure (in Part) out of the ſettled Lands, and charges Portions for younger Children. The Wife being intitled to ſeveral Proviſions by Wills, &c. Part of her Portion is paid to the Huſband; Part is to be applied to purchaſe Part of the ſettled Lands, for her Life after the Huſband's Death, as Increaſe of Jointure; the Money to pay his Father's Debts and Legacies in Aid of the perſonal Eſtate; Part to her ſeparate Uſe. The Huſband covenants to procure Decrees or Acts of Parliament for ſeveral Purpoſes relating to this Settlement. See the Margin. Nº 15.

THIS Indenture tripartite, made the fourteenth Day of *October* in the eighth Year of the Reign of our Sovereign Lord *George*, by the Grace of God, of *Great Britain*, *France* and *Ireland*, King, Defender of the Faith, *&c. Anno Domini* 1721. between Sir *Andrew Aſtry* of *Bruton* in the County of *Devon*, Bart. of the firſt Part; Sir *Dennis Dent* of *London*, Knt. *Edmund Ent* of *Fotton* in the County of *Glamorgan*, Eſq; *Henry Dent* of *Font* in the County of *Kent*, Eſq; Executors of the laſt Will and Teſtament of *Lucy Dent* late of *Fotton* aforeſaid, Widow, deceaſed, and *Martin Dent* of *Fotton* aforeſaid, Eſq; of the ſecond Part; and *Olympia Dent* of *Fotton* aforeſaid, Spinſter, Daughter of the ſaid *Lucy Dent*, and Siſter of the ſaid *Henry* and *Martin Dent*, of the third Part. Whereas by Indenture duly executed, bearing Date the fourteenth Day of *September*, in the fifth Year of the Reign of our preſent Sovereign Lord King *George*, and in the Year of our Lord 1718. made or mentioned to be made between Sir *Peter Aſtry*, late of *Bruton* aforeſaid, Bart. deceaſed, and the ſaid Sir *Andrew Aſtry*, by the Name of *Andrew Aſtry*, Eſq; Son and Heir Apparent of the ſaid Sir *Peter Aſtry*, of the one Part, and Sir *Robert Roll* of *Sim* in the County of *Devon*, Bart. and *Thomas Treby* of *Vam* in the ſaid County of *Devon*, Eſq; of the other Part, and by ſeveral common Recoveries thereby agreed to be ſuffered, and ſince had and ſuffered accordingly, all that Capital Meſſuage, Barton, Scite and Demeſne Lands of *Bruton*, and all the Manors of *Wos* and *Xandale*, with their Rights, Members and Appurtenances in the ſaid County of *Devon*; and all that Capital Meſſuage and Scite of the late diſſolved Priory of *Yeo*; and alſo all that Grange, Barton and Demeſne Lands, known and commonly called by the Name of *Yar Houſe*, ſituate, lying and being in the County of *Cornwall*; and alſo all other the Manors, Lordſhips, Meſſuages, Lands, Tenements and Hereditaments, with their and every of their Rights, Members and Appurtenances, which were the Manors, Lordſhips, Meſſuages, Lands, Tenements or Hereditaments of Sir *Peter Aſtry*, Bart. then deceaſed, Uncle of the ſaid Sir *Peter Aſtry* Party to the ſaid recited Indenture, ſituate in the ſeveral Places or Pariſhes of *Bruton*, *Wos* and *Xandale* in the ſaid County of *Devon*, or which are ſituate in the Towns, Pariſhes or Places of *Yeo*, *Alton* and *Bidford* in the ſaid County of *Cornwall*, were ſettled to and for the Uſes, Ends, Intents and Purpoſes, and ſubject to the Proviſoes, Conditions and Agreements therein after mentioned and declared of and concerning the ſame; in which ſaid Indenture is contained a Proviſo to the Effect following, (that is to ſay) that it ſhould and might be lawful to and for the ſaid Sir *Andrew Aſtry* to ſettle and convey as and for a Jointure for the Life of any Woman he ſhould or might happen to marry, ſuch Part or ſo much of the aforeſaid Premiſſes as he ſhould think moſt fit and convenient, but ſo as that all the Premiſſes ſo to be ſettled in Jointure ſhould not exceed or amount in Value to more than the annual or yearly Sum of 800 *l.* and alſo another Proviſo to the Effect following, (that is to ſay) that he the ſaid Sir *Andrew Aſtry* ſhould have full Power and Authority to limit and charge all or any the aforeſaid Premiſſes, with the Appurtenances, with any Sum or Sums of Money, the Whole not exceeding the Sum of 10000 *l.* of lawful Money of *Great Britain*, as and for the Portion and Portions of the Daughter or Daughters,

The Parties.

A Deed and common Recoveries recited, by which Manors, Lands, *&c.* were ſettled,

with Power to the now Grantor to make a Jointure, not exceeding a certain Value;

and to charge, not exceeding a certain Sum, for Portions for younger Children,

Daughters, younger Son or Sons of the ſaid Sir *Andrew Aſtry*, to be paid at their ſeveral and reſpective Ages of twenty-one Years or Days of Marriage, which ſhould firſt happen; and in the mean Time and before ſuch Payment with any Sum or Sums of Money for the Education and Maintenance of ſuch Daughter or Daughters, younger Son or younger Sons, not exceeding in the whole the Intereſt of the ſaid 10000 *l.* at the Rate of 5 *l. per Cent. per Annum*, as in and by the ſaid recited Indenture, Relation being thereunto had, more fully and at large it doth and may appear. And whereas by the Laſt Will and Teſtament of the ſaid *Lucy Dent*, or otherwiſe, the ſaid *Olympia Dent* is intitled, or upon her Marriage will be intitled to the Sum of 20000 *l.* as and for her Marriage-Portion, to be paid to her at her Age of twenty-one Years or Day of Marriage, which ſhould firſt happen, provided ſhe married with the Conſent and Approbation of her two Uncles the ſaid Sir *Dennis Dent* and *Edward Ent*, or the Survivor of them, if they or either of them ſhould be then living; and to the farther Sum of 2000 *l.* for providing Clothes and other Neceſſaries for the ſaid *Olympia Dent* upon her Marriage, to be paid her upon that Occaſion, and alſo to the further Sum of 4000 *l.* which ſaid laſt mentioned Sum the ſaid *Lucy Dent* did by her ſaid Will order, direct and appoint, ſhould immediately after her Deceaſe be paid to her two Sons the ſaid *Henry Dent* and *Martin Dent*, and ſhould remain and continue in their Hands during the Life of the ſaid *Olympia Dent*, upon the Truſts, and to and for the Intents and Purpoſes in the ſaid Will of the ſaid *Lucy Dent* mentioned, expreſſed and declared of and concerning the ſame, and alſo to the ſeveral Diamonds, Jewels, Plate, Furniture, Goods and other Things by the ſaid Will given, diſpoſed of and bequeathed to her the ſaid *Olympia Dent*. And whereas the ſaid Sir *Peter Aſtry* deceaſed, by a Codicil to his Laſt Will and Teſtament, the ſaid Codicil bearing Date on or about the thirteenth Day of *November Anno Domini* 1718, did (among other Things therein contained) give and deviſe unto *Delia Deal*, *Edward Eldred*, *Fulk Fiſh*, *George Gee* and *Hector Hart*, therein named, their Executors, Adminiſtrators and Aſſigns, all his Meſſuages, Lands, Hereditaments and Premiſſes, with the Appurtenances, (not by his Will otherwiſe given) ſituate, lying and being within the Kingdom of *Great Britain*, of and in which he was ſeiſed of an Eſtate of Freehold or Inheritance, for and during the full Time and Term of five hundred Years from his Deceaſe to be computed, upon and under the Truſts therein after by him declared or mentioned touching the ſame, (that is to ſay) in Truſt that his ſaid Truſtees ſhould out of the Rents, Iſſues and Profits of the ſaid Lands, or by Leaſing, Mortgaging, or abſolute Sale of the ſame, or of a competent Part thereof during the ſaid Term, pay and reimburſe themſelves all Coſts and Charges whatſoever that they or any or either of them ſhould or might be put unto, or have Occaſion to expend or lay out in any wiſe howſoever, by reaſon or occaſion of their being named as Executors or Truſtees, in, by or of his ſaid Codicil; and upon this farther Truſt, that they the ſaid Truſtees ſhould and might by all or any or either the Ways aforeſaid, levy and raiſe from Time to Time ſuch Sum and Sums of Money as ſhould be neceſſary for the Payment of all his juſt Debts and Legacies, as his Perſonal and Teſtamentary Eſtate ſhould fall ſhort of anſwering, and alſo to reimburſe, ſatisfy and pay unto *Jerom Jones* and *Kenrick Kelly* therein named, their Heirs, Executors and Adminiſtrators, and every of them, all ſuch Debts, Damages and Coſts as they, any or either of them, ſhould be compelled to pay, or ſhould ſuſtain or be put unto, if any ſuch happen, for or by reaſon or occaſion of the ſaid *Jerom Jones* and *Kenrick Kelly*, their having been ſome Time theretofore bound or becoming Security to the Society or Company of *Engliſh* Merchants trading to the *Eaſt-Indies* on Account and Behalf of his Son *Luke*; and his Will was, that when and as ſoon as all and every the Truſts aforeſaid ſhould be fully executed and performed, that then and immediately from thenceforth the ſaid Term of five hundred Years ſhould ceaſe and determine, or elſe be by the ſaid Truſtees thereof then living aſſigned over, in Truſt to attend the Freehold and Inheritance of the ſaid Lands therein comprized for the Benefit of all and every the Perſon or Perſons therein named in Remainder, when and as they ſhould ſeverally and reſpectively become intitled to the Freehold and Inheritance of the ſaid Lands in Poſſeſſion, by Virtue of his ſaid Codicil, or of any Limitation therein contained; and after the Determination of the ſaid Eſtate and Term

and Maintenances not exceeding the Intereſt.

The Will of the Lady's Mother recited, intitling her to a Portion, on Marriage with Conſent, &c. and to other Money for Clothes, and to other Money to be in the Hands of Truſtees, and to Jewels, &c.

A Codicil of the Huſband's Father recited, by which he deviſed Lands for a long Term,

upon Truſt to reimburſe the Charges of the Truſt,

and to raiſe Money to pay his Debts and Legacies, in Aid of his Perſonal Eſtate, and to indemnify two Perſons who had been Sureties for one of his Sons,

and then the Term to ceaſe, or be aſſigned to attend, &c.

Term of five hundred Years, then he gave the ſame to his ſaid Son the ſaid Sir *Andrew Aſtry* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and afterwards to certain Truſtees therein named and their Heirs, during the Life of the ſaid Sir *Andrew Aſtry*, to preſerve the contingent Remainders, and afterwards to the firſt and every other Son and Sons of the ſaid Sir *Andrew Aſtry* in Tail Male, with divers other Remainders over in the ſaid Codicil limited and expreſſed; as in and by the ſaid Codicil, Relation being thereunto had, more fully and at large it doth and may appear. And whereas the ſaid *Jerom Jones* and *Kenrick Kelly* have by Deed Poll bearing Date the fourth Day of this Inſtant *October*, releaſed the ſaid Truſt ſo limited for their Indemnity as aforeſaid: And whereas there is a Marriage by God's Permiſſion intended ſhortly to be had and ſolemnized between the ſaid Sir *Andrew Aſtry* and the ſaid *Olympia Dent*, with the Conſent and Approbation of the ſaid Sir *Dennis Dent* and *Edmund Ent*, teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents. And whereas by Agreement of all the ſaid Parties to theſe Preſents, the Sum of 4000 *l.* Part of the ſaid Marriage Portion of 20000 *l.* belonging to the ſaid *Olympia Dent* as aforeſaid, is to be paid to the ſaid Sir *Andrew Aſtry* upon or before the Solemnization of the ſaid intended Marriage, and 16000 *l.* Reſidue thereof, is to remain in the Hands of the ſaid *Edmund Ent* and *Henry Dent*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, upon the Truſts, and for the Uſes and Purpoſes herein after mentioned of and concerning the ſame. Now this Indenture witneſſeth, that in Conſideration of the ſaid intended Marriage and Marriage Portion of 20000 *l.* and for ſettling Lands and Tenements of the Value of 800 *l.* a Year upon the ſaid *Olympia Dent* in Part of her Jointure, and for divers other good and valuable Cauſes and Conſiderations him the ſaid Sir *Andrew Aſtry* thereunto moving, he the ſaid *Andrew Aſtry*, in Purſuance of the ſaid recited Power in that Behalf, and by Virtue thereof, and of all and every other Power and Powers to him the ſaid Sir *Andrew Aſtry* given or reſerved, or any ways enabling him thereunto, hath granted, limited, appointed, ſettled and conveyed, and by theſe Preſents doth grant, limit, appoint, ſettle and convey, unto and upon the ſaid *Olympia Dent*, ſuch and ſo much, and ſuch Part and Parts of the ſaid Capital Meſſuage, Barton, Scite and Demeſne Lands of *Bruton* aforeſaid, as now are, or at any Time hereafter within the Space of one Year next enſuing the Date hereof ſhall appear to be of the clear yearly Value of 800 *l.* To have and to hold the ſame from and immediately after the Deceaſe of the ſaid Sir *Andrew Aſtry*, to and to the Uſe of the ſaid *Olympia Dent* and her Aſſigns during her natural Life in Part of her Jointure; And for the Conſiderations aforeſaid, and to the Intent to aſcertain and appoint the Sum and Sums for the Portion and Portions, Maintenance and Education of ſuch Daughter or Daughters, younger Son or younger Sons, as ſhall and may be had between him the ſaid Sir *Andrew Aſtry* and the ſaid *Olympia Dent*, he the ſaid Sir *Andrew Aſtry*, in Purſuance of the aforeſaid Power in that Behalf, and by Virtue thereof, and of all and every other Power and Powers any ways enabling him thereunto, hath charged, and by theſe Preſents doth charge all and every the aforeſaid Capital Meſſuage, Demeſne Lands, Bartons, Farms, Manors, Lands, Tenements, Hereditaments and Premiſſes in the ſaid firſt recited Indenture mentioned, (ſubject and without Prejudice to the Eſtate for Life of the ſaid *Olympia Dent* therein, or in ſuch Part or Parts thereof as are or ſhall be ſo limited to her in Jointure) with the full Sum of 10000 *l.* of lawful Money of *Great Britain*, as and for the Portion and Portions of ſuch Daughter or Daughters, younger Son or younger Sons, equally to be divided between them (if more than one) and to be paid at his, her and their reſpective Age or Ages of twenty-one Years or Day or Days of Marriage, which ſhall firſt happen, and to ſurvive in caſe any of them die before ſuch Age or Marriage; and in the mean Time from and after the Deceaſe of the ſaid Sir *Andrew Aſtry*, and until the ſaid Portion or Portions ſhall become payable reſpectively as aforeſaid, he the ſaid Sir *Andrew Aſtry* doth hereby charge all and ſingular the ſaid laſt mentioned Premiſſes, if there ſhall be but one ſuch Daughter or younger Son, with the yearly Sum of 300 *l.* for the Education and Maintenance of ſuch one Daughter or one younger Son; and in caſe there ſhall be two ſuch Daughters or younger Sons, then with the yearly Sum of 400 *l.* equally between them for

Remainder to the Grantor for Life, *ſans* Waſte, then to Truſtees to preſerve, &c. then to firſt, &c. Sons of the Grantor in Tail Male, &c.

Recital that the Sureties have releaſed the Indemnity.

Recital of the intended Marriage, with Conſent, and of an Agreement that Part of the Wife's Portion is to be paid to the Huſband, the reſt to remain with the Truſtees upon Truſts after, &c.

The Conſideration, &c.

The Huſband grants, limits and appoints to the Wife Lands of a certain yearly Value, *Habendum*, after his Deceaſe, to her during Life in Part of her Jointure.

And for Portions for younger Children, he charges the Lands, &c. (ſubject to the Jointure) with a Sum certain,

and for Maintenances, different annual Sums, according to their Number.

for their Education and Maintenance; and in caſe there ſhall be three or more ſuch Daughters or younger Sons, then with the yearly Sum of 500 *l.* equally between them for their Education and Maintenance, to be to them reſpectively paid from and after the Deceaſe of the ſaid Sir *Andrew Aſtry* until the ſaid reſpective Portion and Portions ſhall be payable as aforeſaid (but without Prejudice to the Eſtate for Life of the ſaid *Olympia Dent* as aforeſaid). And the ſaid Sir *Andrew Aſtry* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, grant and agree to and with the ſaid *Edmund Ent* and *Henry Dent*, their Executors and Adminiſtrators, in Manner following, (that is to ſay) that he the ſaid Sir *Andrew Aſtry*, or his Heirs, ſhall and will within the Space of one Year next enſuing the Date hereof, at his and their own proper Coſts and Charges, procure an Act of Parliament, or a Decree of the High Court of Chancery, for aſcertaining the Values and Particulars of ſuch Part and Parts of the ſaid Barton and Demeſne Lands of *Bruton* aforeſaid, limited to the ſaid *Olympia Dent* for her Life in Part of her Jointure as aforeſaid, as will make up the ſame the full and clear Value of 800 *l.* and for confirming and eſtabliſhing the ſame to her, according to the Purport, true Intent and Meaning of theſe Preſents. And further, that he the ſaid Sir *Andrew Aſtry* hath at the Time of Enſealing and Delivery of theſe Preſents good Right, full Power and lawful and abſolute Authority to ſettle, limit and convey ſuch Part and Parts of the Premiſſes as are of the Value of 800 *l. per Ann.* as aforeſaid, unto her the ſaid *Olympia Dent*, during her natural Life, in Part of her Jointure as aforeſaid; and to limit and charge the Sum and Sums of Money for the Portion and Portions and Maintenance of ſuch Daughter and Daughters, younger Son and younger Sons as aforeſaid, in Manner and Form aforeſaid; and that the before mentioned and recited Powers in and by the ſaid recited Indenture of the fourteenth of *September* 1718, or any of them, have or hath not been any way revoked, releaſed, extinguiſhed, executed or defeated, but that the ſame and every of them are in full Force and Virtue, and ſo ſhall continue to be, until the Performance and Execution of theſe Preſents. And further, that he the ſaid Sir *Andrew Aſtry*, his Heirs and Aſſigns, and all and every other Perſon and Perſons lawfully claiming or to claim, by, from or under him, or any of his Anceſtors, ſhall and will from Time to Time, and at all Times hereafter, at the Requeſt of them the ſaid *Edmund Ent* and *Henry Dent*, their Heirs, Executors or Adminiſtrators, but at the proper Coſts and Charges of him the ſaid Sir *Andrew Aſtry*, his Heirs, Executors or Adminiſtrators, make, do, execute and ſuffer, or cauſe to be made, done, executed and ſuffered, all and every ſuch farther and other lawful and reaſonable Act and Acts, Thing and Things, Aſſurance and Aſſurances, Conveyance and Conveyances in the Law whatſoever, for the further, better, more perfect and abſolute aſſuring and conveying, as well of ſuch and ſo much, and ſuch Part and Parts of the ſaid Capital Meſſuage, Barton, Scite and Demeſne Lands of *Bruton* as aforeſaid, as amounts to the clear yearly Value of 800 *l.* unto and upon the ſaid *Olympia Dent*, in Jointure as aforeſaid, as ſubject to the Payment of the aforeſaid Portion and Portions, Sum or Sums of Money, for Education and Maintenance as aforeſaid, as by the Counſel of the ſaid *Edmund Ent* and *Henry Dent*, their Heirs, Executors or Adminiſtrators, or any of them, ſhall in that Behalf be reaſonably deviſed, adviſed or required, ſo as the ſaid Sir *Andrew Aſtry*, his Heirs or Aſſigns, be not compelled or compellable to go or travel above twenty Miles from the Houſe of his, her or their Abode, for the doing or ſuffering thereof. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that the ſaid Sum of 16000 *l.* Reſidue of the ſaid Marriage Portion of the ſaid *Olympia Dent*, is to remain in the Hands of the ſaid *Edmund Ent* and *Henry Dent*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, upon the Truſts, and to and for the Intents, Uſes and Purpoſes herein after mentioned of and concerning the ſame; (that is to ſay) That when and ſo ſoon as it ſhall be aſcertained and made appear by Act of Parliament, or a Decree of the ſaid High Court of Chancery (to be for that Purpoſe obtained at the Coſts and Charges of the ſaid Sir *Andrew Aſtry*, his Heirs, Executors or Adminiſtrators) what Sum and Sums of Money will be neceſſary for the Payment of the juſt Debts and Legacies of the ſaid Sir *Peter Aſtry*, deceaſed, which are yet unpaid, and which his

He covenants to procure an Act of Parliament, or Decree of Chancery, to aſcertain the Values and Particulars of the Jointure-Lands, and to eſtabliſh the ſame;

and that he has Power to ſettle,

and charge, &c.

and to make farther Aſſurances.

The Truſt of the Reſidue of her Portion declared.

When the Money neceſſary to pay the Debts and Legacies ſhall be aſcertained, &c.

his Perſonal and Teſtamentary Eſtate falls ſhort of anſwering, then upon Truſt that they the ſaid *Edmund Ent* and *Henry Dent*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and do lay out and inveſt ſo much and ſuch Part of the ſaid Sum of 16000*l.* as will be ſufficient to anſwer and pay all ſuch Debts and Legacies of the ſaid Sir *Peter Aſtry* deceaſed as ſhall then appear to be unpaid, in the Purchaſe of an Eſtate for the Life of the ſaid *Olympia Dent*, to commence from and after the Deceaſe of the ſaid Sir *Andrew Aſtry*, if ſhe him ſurvive, of and in ſo much and ſuch Part and Parts of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes, (in and by the ſaid recited Codicil given and deviſed to the ſaid *Delia Deal*, *Edward Eldred*, *Fulk Fiſh*, *George Gee* and *Hector Hart*, their Executors, Adminiſtrators and Aſſigns, for the ſaid Term of five hundred Years, for the Purpoſes aforeſaid) as the ſame will extend to purchaſe, and ſhall and do immediately thereupon ſettle, convey and aſſure, or cauſe and procure the ſame (when purchaſed) to be ſettled, conveyed and aſſured, to or to the Uſe of or in Truſt for the ſaid *Olympia Dent*, for the Term of ninety-nine Years, if ſhe ſhall ſo long live, to commence from and after the Deceaſe of the ſaid Sir *Andrew Aſtry*, for and during her natural Life, in caſe ſhe ſurvive him, for and as an Increaſe and Augmentation of her Jointure. And upon this further Truſt, that they the ſaid *Edmund Ent* and *Henry Dent*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall and do in the mean Time, and until ſuch Purchaſe and Settlement ſhall be made as aforeſaid, pay and diſpoſe of the Intereſt and Produce of the ſaid whole Sum of 16000*l.* and (after ſuch Purchaſe and Settlement ſhall be made) then of the Intereſt and Produce of the Reſidue of the ſame Sum (over and above what ſhall be ſo laid out in ſuch Purchaſe as aforeſaid) unto the ſaid Sir *Andrew Aſtry* and his Aſſigns, for and during the Term of his natural Life, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then ſhall and do pay and diſpoſe of the ſame unto the ſaid *Olympia Dent* his intended Wife and her Aſſigns, for and during the Term of her natural Life, to and for her and their own Uſe and Benefit; and from and after the ſeveral Deceaſes of them the ſaid Sir *Andrew Aſtry* and *Olympia* his intended Wife, then upon Truſt that they the ſaid *Edmunt Ent* and *Henry Dent*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall and do pay and diſpoſe of all the Reſidue and Overplus of the ſaid Sum of 16000*l.* and the Produce thereof thenceforth to ariſe (over and above what ſhall be laid out and inveſted in ſuch Purchaſe as aforeſaid) unto and amongſt all and every, or ſuch one or more of the Children of the Body of the ſaid Sir *Andrew Aſtry* on the Body of the ſaid *Olympia* his intended Wife to be begotten, at ſuch Time or Times, and in ſuch Parts and Proportions, Manner and Form, and with and under ſuch Reſtrictions and Limitations, as they the ſaid Sir *Andrew Aſtry* and *Olympia* his intended Wife ſhall at any Time during their Joint Lives, by any Writing or Writings under both their Hands and Seals, atteſted by two or more credible Witneſſes, from Time to Time direct, limit or appoint; and in Default of ſuch Direction, Limitation and Appointment, then as the Survivor of them the ſaid Sir *Andrew Aſtry* and *Olympia* his intended Wife, by any Writing or Writings under his or her Hand and Seal, atteſted by two or more credible Witneſſes, or by his or her laſt Will and Teſtament in Writing, to be by him or her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, ſhall from Time to Time direct, limit or appoint: And in Default of all ſuch Direction, Limitation and Appointment, then unto and amongſt all and every the Child and Children of the Body of the ſaid Sir *Andrew Aſtry* on the Body of the ſaid *Olympia* his intended Wife to be begotten, to be equally divided amongſt them (if more than one) Share and Share alike, and to be paid to him, her or them, at his, her or their reſpective Age or Ages of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen. Provided always, that in caſe any of ſuch Children ſhould happen to die before he, ſhe or they ſhall attain the Age of twenty-one Years or be married, then and in ſuch Caſe the Share or Shares of him, her or them ſo dying as aforeſaid, ſhall go and remain unto or amongſt the Survivors or Survivor, or other or others of them, Share and Share alike. Provided alſo, that in caſe all the ſaid Children but one ſhall happen to die before any of them ſhall attain the Age of twenty-one Years or be married, or in caſe there

to inveſt ſo much of this Portion in a Purchaſe of an Eſtate for the Wife's Life, to commence at the Huſband's Death, of the Landsdeviſed, to be ſettled for a Term, if ſhe ſo long live, as Increaſe of Jointure.

The Profits, till the Purchaſe, to go to the Huſband during his Life;

and after the Purchaſe, the Profits of the Reſidue; and after to the Wife for Life; and then the Overplus

among the Children, as he and ſhe ſhall appoint;

If no ſuch Appointment, as the Survivor ſhall, &c.

If no ſuch Appointment, among the Children equally,

with Benefit of Survivorſhip till Age of twenty-one.

If none attain that Age but one, then to ſuch only Child.

ſhall be but one ſuch Child, then the whole Reſt and Reſidue of the ſaid Sum of 16000 *l.* (over and above what ſhall be laid out and inveſted in ſuch Purchaſe as aforeſaid) ſhall be, go and remain unto and for ſuch only Child, to be paid at his or her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen.

Profits of the Overplus, after Death of Father and Mother, to be applied to Maintenance, &c. as Truſtees think fit.

And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Deceaſe of the Survivor of them the ſaid Sir *Andrew Aſtry* and *Olympia* his intended Wife, ſo much of the Intereſt and Produce of the ſaid Reſt and Reſidue of the ſaid Sum of 16000 *l.* (over and above what ſhall be laid out in ſuch Purchaſe as aforeſaid) as they the ſaid *Edmund Ent* and *Henry Dent*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, ſhall from Time to Time be paid and applied for the Maintenance and Education of ſuch Child or Children reſpectively as aforeſaid.

If no ſuch Child attain twenty-one, the Reſidue to Executors, &c. of Survivor of Huſband and Wife.

Provided always, that in caſe there ſhall happen to be no ſuch Child or Children of the Body of the ſaid Sir *Andrew Aſton* on the Body of the ſaid *Olympia* his intended Wife to be begotten, or being ſuch, all of them ſhall happen to die before any of them attain the Age of twenty-one Years or be married, then upon this further Truſt, that they the ſaid *Edmund Ent* and *Henry Dent*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and do pay and diſpoſe of all ſuch Reſt and Reſidue of the ſaid Sum of 16000 *l.* together with all the Produce and Increaſe thereof, unto the Executors or Adminiſtrators of the Survivor of them the ſaid Sir *Andrew Aſtry* and *Olympia* his intended Wife, any Thing herein contained to the contrary notwithſtanding.

The Proviſion for the Wife to be in Bar of Dower.

And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the Proviſion hereby made, or intended and agreed to be made for and for the Benefit of the ſaid *Olympia Dent*, is to be and is hereby declared to be in full of her Jointure, and in Lieu, Bar and Satisfaction of all ſuch Dower or Thirds as ſhe the ſaid *Olympia* can or may have or claim, of, in, to or out of all and every or any of the Lands, Tenements or Hereditaments, whereof or wherein the ſaid Sir *Andrew Aſtry* now is, or at any Time hereafter ſhall be ſeiſed, of any Eſtate of Inheritance.

Power to Truſtees (with Conſent, &c.) to place out the Money on Securities, *toties quoties*;

And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Edmund Ent* and *Henry Dent*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, with the Conſent and Approbation of the ſaid Sir *Dennis Dent* and Sir *Andrew Aſtry*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, teſtified in Writing under his or their Hands, in the mean Time and until ſuch Purchaſe ſhall be made as aforeſaid, to lend and place out the ſaid Sum of 16000 *l.* or any Part thereof; and after ſuch Purchaſes ſhall be made, then to lend and place out the Reſt and Reſidue of the ſame Sum, or any Part thereof, upon any Publick or Private Security or Securities at Intereſt, or to inveſt the ſame or any Part thereof in the Purchaſe of Stock in the Bank of *England*, *Eaſt-India* Company, *South-Sea* Company, or other publick Stock or Fund, or in any other Manner whatſoever to lay out and improve the ſame, or any Part thereof, ſubject to the Truſts aforeſaid, and with ſuch Approbation teſtified as aforeſaid; and to call in ſuch Monies ſo lent or placed out on Securities as aforeſaid, to ſell and diſpoſe of ſuch Stock ſo to be purchaſed, or any Part thereof, or to make any Alteration of any Diſpoſition of the ſame, or any Part thereof, from Time to Time, and as often as they ſhall think fit, with ſuch Approbation teſtified as aforeſaid, and ſubject to the Truſts before mentioned.

and not to be accountable for more than they receive,

And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *Edmund Ent* and *Henry Dent*, their Executors or Adminiſtrators, or any of them, ſhall not be charged or chargeable with, or accountable for more Monies than they reſpectively ſhall actually receive, or hath or ſhall come to their reſpective Hands, by Virtue of, or in Purſuance of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſaid Sum of 16000 *l.* or any Part thereof, ſo as the ſame happen without their wilful Default, nor the one of them for the other of them, or for the Acts, Deeds, Receipts or Diſburſements the one of the other, but each of them only for his own Acts, Deeds, Receipts and Diſburſements.

nor for Loſs without wilful Default, nor one for the other.

They may reimburſe themſelves Charges, &c.

And alſo, that it ſhall and may be lawful to and for the ſaid *Edmund Ent* and *Henry Dent*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, in the firſt Place, by and out of the

Premiſſes to deduct and reimburſe themſelves all ſuch Loſſes, Coſts, Charges, Damages and Expences, as they or any of them ſhall be put unto or ſuſtain, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. And the ſaid Sir *Andrew Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Edmund Ent* and *Henry Dent*, their Executors and Adminiſtrators, in Manner following, (that is to ſay) that he the ſaid Sir *Andrew Aſtry*, his Heirs, Executors or Adminiſtrators, ſhall and will within the Space of one Year next enſuing the Date hereof, at his or their own proper Coſts and Charges, procure an Act of Parliament, or a Decree of the ſaid High Court of Chancery, to aſcertain what Sum and Sums of Money will be neceſſary for the Payment of the Debts and Legacies of the ſaid Sir *Peter Aſtry* his late Father deceaſed, which his Perſonal and Teſtamentary Eſtate ſhall fall ſhort of anſwering and paying, ſo as that it may thereby appear how much and what Part of the ſaid Sum of 16000 *l.* will be ſufficient to anſwer and pay the ſame Debts and Legacies, and how much of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes comprized in the ſaid Term of five hundred Years can or may be purchaſed with ſuch Monies for the Purpoſes aforeſaid. And further, that the ſaid two ſeveral Sums of 2000 *l.* and 4000 *l.* (over and above the ſaid Sum of 2000 *l.*) to which the ſaid *Olympia Dent* is or ſhall be intitled by Virtue of the ſaid recited Will of her ſaid late Mother, and the Intereſt, Proceed, Benefit and Advantage of the ſaid 2000 *l.* and 4000 *l.* and alſo the ſeveral Diamonds, Jewels, Plate, Furniture, Goods and other Things in and by the ſame Will given or bequeathed, or mentioned to be given or bequeathed to or for the Benefit of, or in Truſt for her the ſaid *Olympia Dent*, ſhall from henceforth notwithſtanding the ſaid intended Marriage between her and the ſaid Sir *Andrew Aſtry* her intended Huſband, be and remain to and for the ſole and ſeparate Uſe, Benefit, Diſpoſal, Direction and Appointment of her the ſaid *Olympia Dent*, excluſive of the ſaid Sir *Andrew Aſtry*, his Executors or Adminiſtrators, and wherewith he or they ſhall not intermeddle, or have any controuling Power over. And alſo that he the ſaid Sir *Andrew Aſtry*, his Executors, Adminiſtrators or Aſſigns, ſhall not nor will at any Time or Times hereafter claim, demand or ſue for the ſame, or any Part thereof, or intermeddle therewith. And further, that he, his Executors or Adminiſtrators, ſhall not, nor will at any Time or Times hereafter obſtruct or hinder the ſaid *Olympia* his intended Wife in making ſuch Diſpoſition, Direction or Appointment of or concerning the ſaid laſt mentioned Premiſſes, or any Part thereof, either in her Life-time or by her laſt Will and Teſtament, or otherwiſe howſoever, at her own free Will and Pleaſure, and as ſhe ſhall think fit, notwithſtanding her Coverture; but that he, his Executors and Adminiſtrators, ſhall and will at any Time or Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *Edmund Ent* and *Henry Dent*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, make, do and execute any further and other lawful and reaſonable Act, Deed or Thing, for the better enabling her thereunto. And moreover, that he the ſaid Sir *Andrew Aſtry* ſhall and will at any Time after the Solemnization of the ſaid intended Marriage, at the Requeſt of the ſaid *Edmund Ent* and *Henry Dent*, or either of them, their or either of their Executors or Adminiſtrators, ſeal and execute in due Form of Law unto the Executors of the laſt Will and Teſtament of *Martin Dent*, late of *Fotton* aforeſaid, Merchant, deceaſed, (Father of the ſaid *Olympia Dent*) and unto the Executors of the laſt Will and Teſtament of the ſaid *Lucy Dent* her ſaid late Mother, and to the ſaid Truſtees therein named, every or any of them, a good and ſufficient Releaſe and Diſcharge of all ſuch Right, Title, Intereſt, Claim and Demand whatſoever, as he and the ſaid *Olympia Dent*, or either of them, have or hath, or can or may have, challenge or demand, of, in, to or out of all or any of the Perſonal Eſtate late of the ſaid *Martin Dent* the Father, (except what is expreſly given, limited or appointed to her by the ſaid Will of the ſaid *Lucy Dent*). And laſtly, it is hereby declared and agreed by and between all and every the Parties to theſe Preſents, that in Caſe the ſaid intended Marriage between the ſaid Sir *Andrew Aſton* and the ſaid *Olympia* ſhall not be had and ſolemnized within the Space of three Calendar Months next enſuing the Date hereof, that then and from thence-

The Huſband covenants to procure an Act or Decree, to aſcertain the Money neceſſary to pay Debts and Legacies, &c.

the other Money of the Wife's Jewels, &c.

to be for her ſeparate Uſe, &c.

The Huſband not to intermeddle,

nor obſtruct,

but to do Acts to enable her to diſpoſe, &c.

He to releaſe to the Executors of her Father and Mother, and Truſtees, &c.

If the Marriage not had within a certain Time, this Deed to be void.

thenceforth theſe Preſents and every Article, Clauſe and Thing therein contained ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes. In witneſs, *&c.*

Nº 16. *A Settlement before the Marriage of a Widow to her ſecond Huſband. A Leaſehold Intereſt, a Mortgage of Copyholds, a Mortgage in Fee,* South-Sea *Stock, Jewels, Houſhold-Goods,* &c. *are hereby diſpoſed of; ſome to the Huſband, others to Truſtees, for the Wife's ſeparate Uſe and Diſpoſal. Powers,* &c. *as in the Margin.*

The Parties. THIS Indenture tripartite, made the fourth Day of *Auguſt Anno Domini* 1727. and in the thirteenth Year of the Reign, *&c.* between Dame *Agnes Alton* of *Bruton* Park in the County of *Bedford*, Widow and Relict of Sir *Charles Alton*, Bart. deceaſed, of the firſt Part, Sir *Edmund Eades* of *Elling* in the County of *Eſſex*, Bart. and *Francis Fell* of *Fixley* in the ſame County, Eſq; of the ſecond Part, and *Guy Gale*, *&c.* of the third Part. Whereas by Indenture bearing Date the twenty-ninth Day of *April*, which was in the Year of our Lord 1722. *Helena Hane* of, *&c.* (ſince deceaſed) in Purſuance of the Proviſo, and by Virtue of the Powers, and for the Conſiderations in the ſame Indenture mentioned or referred to, did leaſe, ſet and to Farm let, unto the ſaid Sir *Charles Alton*, his Executors, Adminiſtrators and Aſſigns, all that Piece or Parcel of Ground, Part of the Manor of *Bruton* in the Pariſh of *Ketton* in the ſaid County of *Bedford*, ſituate and being on the Eaſt-Side of *Bruton* Park aforeſaid, containing in Front towards the Weſt ſeventy Feet of Aſſiſe or thereabouts, and in Depth from Weſt to Eaſt two hundred Feet or thereabouts; and alſo all that Meſſuage or Tenement, Coach-houſe, Stables, and other Back-houſes or Out-houſes thereon erected or built, then in the Tenure or Occupation of the ſaid Sir *Charles Alton*, and now of the ſaid Dame *Agnes Alton*, adjoining South on a Tenement then in the Tenure of Sir *Lewis Love*, and North on *Monk-ſtreet*, and all Rooms, Chambers, Cloſets, Cellars, Sollars, Ways, Paſſages, Lights, Eaſements, Watercourſes, Profits, Commodities and Appurtenances whatſoever to the ſaid Meſſuage, Ground and Premiſſes belonging or in any wiſe appertaining; to hold the ſame unto the ſaid Sir *Charles Alton*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of the Annunciation of the bleſſed Virgin *Mary* laſt paſt before the Date thereof for the Term of twenty-five Years, at and under the yearly Rent of 24 *l.* payable Quarterly as therein is mentioned. And whereas the ſaid Sir *Charles Alton* did in and by his laſt Will and Teſtament (among other Things) give or leave the ſaid Meſſuage and Premiſſes ſo to him leaſed as aforeſaid unto the ſaid Dame *Agnes Alton* his then Wife during the ſaid Leaſe, as by the ſaid recited Indenture and Will, Relation being thereunto reſpectively had, may more fully appear. And whereas *Jane Jug*, Spinſter, by ſeveral Surrenders by her made, in Conſideration of the Sum of 8000 *l.* to her paid by the ſaid Dame *Agnes Alton*, by way of Mortgage, did convey to the Uſe of the ſaid Dame *Agnes Alton* and her Heirs divers Copyhold Lands, Tenements and Hereditaments of her the ſaid *Jane Jug* in *Nanton* in the ſaid County of *Bedford*, held of the Manor of *Nanton* in the ſame County, under one or more Proviſoes or Agreements in the ſaid Surrender or Surrenders contained for making the ſame void on Payment of the Sum of 8000 *l.* Principal Money and Intereſt for the ſame by the ſaid *Jane Jug* unto the ſaid Dame *Agnes Alton*, at the Days and Times for that Purpoſe mentioned and ſince paſt. And whereas the ſaid *Jane Jug* having paid or ſecured to be paid all Intereſt due upon the ſaid Mortgages by her made, and at the Inſtance of the ſaid Dame *Agnes Alton* after a Surrender of the ſaid Copyhold Premiſſes made, and Releaſe of all Money upon the ſaid Mortgage and Mortgages due, did ſurrender all and ſingular the Copyhold Premiſſes to the Uſe of the ſaid *Guy Gale* and his Heirs for ſecuring the Sum of 8000 *l.* and Intereſt to grow due for the ſame. And whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the ninth and tenth Days of *Auguſt* 1725. *Oliver Owen* and others in the ſame Indentures named did convey and aſſure unto and to the Uſe of the ſaid Dame *Agnes Alton*

An Indenture recited,

being a Leaſe to the deceaſed Huſband of the intended Wife.

The Parcels.

and his Will deviſing the ſame to her;

and ſurrenders (by way of Mortgage) of Copyholds;

and that the ſame are now ſurrendered to the Uſe of the intended Huſband, for ſecuring the Mortgage-Money.

A Mortgage in Fee, to the Wife, recited.

and her Heirs, by Way of Mortgage, divers Meſſuages, Lands and Hereditaments in *Pants* in the County of *Rutland*, under a Proviſo in the ſaid Indenture of Releaſe mentioned for Redemption of the ſame Premiſſes on Payment of the Sum of 3000 *l.* Principal Money and Intereſt for the ſame unto the ſaid Dame *Agnes Alton*, at the Days and Times therein for that Purpoſe mentioned; and the ſaid laſt mentioned mortgaged Premiſſes are by ſeveral Indorſements thereupon made, charged with the farther Principal Sum of 1000 *l.* and Intereſt, upon which ſaid laſt mentioned Mortgage and Security there is now due and owing the ſaid original Sum of 4000 *l.* with an Arrear of Intereſt. And whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the thirteenth and fourteenth Days of *June* which was in the Year of our Lord 1726, *Robert Rich*, Eſq; did convey and aſſure to the ſaid Dame *Agnes Alton* by Way of Mortgage, during the Lives of the ſaid *Robert Rich*, and of *Samuel* and *Thomas Rich* his Sons, the Parſonage of *Vam* in the County of *Wilts*, under a Proviſo in the laſt mentioned Indenture of Releaſe contained for Redemption of the ſame Premiſſes on Payment of the Sum of 4000 *l.* Principal Money and Intereſt for the ſame, unto the ſaid Dame *Agnes Alton*, at the Days and Times therein for that Purpoſe mentioned; upon which ſaid laſt recited Mortgage and Security there is now due and owing the ſaid Principal Sum of 4000 *l.* with an Arrear of Intereſt; all which ſaid ſeveral Principal Sums ſo due and owing as aforeſaid, amount in the whole to the Sum of 13000 *l.* over and above the Intereſt in Arrear as aforeſaid. And whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Guy Gale* and the ſaid Dame *Agnes Alton*. And whereas in Proſpect and Conſideration of the ſaid intended Marriage it was agreed by and between the ſaid *Guy Gale* and the ſaid Dame *Agnes Alton*, that the Sum or Value of 24000 *l.* of lawful Money of *Great Britain* (Part of the Eſtate and Fortune of the ſaid Dame *Agnes Alton*) ſhould be by her transferred and made over to the ſaid *Guy Gale* for and as and in full of her Marriage-Portion, and that the ſaid Sum or Value of 24000 *l.* ſhould be paid and made up by and with the ſaid Principal Sum of 13000 *l.* ſo due and owing upon the ſaid ſeveral recited Mortgages and Securities as aforeſaid, and by and with the Sum of 10000 *l.* Part of the Capital Stock of the ſaid Dame *Agnes Alton* in the *South-Sea* Company; and that the Reſidue of the Eſtate and Fortune of the ſaid *Dame Agnes Alton*, conſiſting of her ſaid Leaſehold Meſſuage and Premiſſes bequeathed to her as aforeſaid, and of the Capital Stock in the ſaid *South-Sea* Company, and of the ſeveral Jewels, Rings, Plate, Pictures, Linen, Houſhold Goods, Furniture, and other Things in the Schedule hereto annexed mentioned, and of other Houſhold Goods, Furniture and Perſonal Eſtate, ſhould be aſſigned and transferred to the ſaid Sir *Edward Eades* and *Francis Fell*, upon the Truſts, and ſubject to the Proviſo herein after mentioned concerning the ſame. And whereas the ſaid Dame *Agnes Alton*, in Purſuance of the ſaid recited Agreements, hath on or before the Day of the Date hereof cauſed the ſaid Copyhold Premiſſes to be ſurrendered to the Uſe of the ſaid *Guy Gale* as aforeſaid, and aſſigned, transferred and made over unto the ſaid *Guy Gale* the ſaid two laſt recited Mortgages and Securities, and all Principal Monies and Intereſt now due and owing upon the ſame, or either of them; and hath likewiſe on or before the Day of the Date hereof transferred unto him the ſaid *Guy Gale* in the Books of the *South-Sea* Company the ſaid Sum of 10000 *l.* (Part of her ſaid *South-Sea* Stock) which ſaid Mortgages, Monies and Stock ſo transferred and ſet over reſpectively as aforeſaid, are and were ſo transferred and made over in full Payment and Satisfaction of and for the ſaid Sum of or Value of 24000 *l.* Marriage-Portion of her the ſaid Dame *Agnes Alton* which he the ſaid *Guy Gale* doth hereby own and acknowledge, he the ſaid *Guy Gale* having paid to the ſaid Dame *Agnes Alton* the Intereſt due on the ſaid two laſt mentioned Mortgages, and alſo the Difference and Surplus of the ſaid 10000 *l.* Stock above Par. And whereas the ſaid Dame *Agnes Alton*, in farther Purſuance of the ſaid recited Agreements, and with the Privity and Conſent of the ſaid *Guy Gale* (teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) hath likewiſe on or before the Day of the Date hereof transferred unto the ſaid Sir *Edward Eades* and *Francis Fell* in the Books of the ſaid *South-Sea* Company the farther Sum of 8000 *l.* *South-Sea* Stock: Now this Indenture witneſſeth, That in farther Purſuance of the ſaid recited Agreements, and

A Mortgage of a Parſonage to her for three Lives recited.

The intended Marriage recited, and a certain Sum agreed to be the Lady's Portion.

The Mortgages to be in Part,

the Reſidue to be *South-Sea* Stock.

The other Eſtates, Jewels, &c. to be veſted in Truſtees.

Recital that the Copyholds and Mortgages are ſurrendered, &c. to the Huſband's Uſe, and the *South-Sea* Stock transferred;

and that ſhe has transferred another Sum in *South-Sea* Stock to Truſtees.

The Wife, with the Huſband's Privity,

and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain*, to the ſaid Dame *Agnes Alton* in Hand paid by the ſaid Sir *Edward Eades* and *Francis Fell*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid Dame *Agnes Alton*, with the like Privity and Conſent of the ſaid *Guy Gale*, teſtified as aforeſaid, hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid Sir *Edward Eades* and *Francis Fell*, their Executors, Adminiſtrators and Aſſigns, the ſaid Meſſuage or Tenement, Coach-houſe, Stables, Outhouſes, Piece or Parcel of Ground, and all and ſingular other the Premiſſes in and by the ſaid firſt recited Indenture leaſed, or mentioned or intended to be leaſed as aforeſaid, with their and every of their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim, or Demand whatſoever, both at Law and in Equity of her the ſaid Dame *Agnes Alton*, of, in, to or out of the ſame Meſſuage, Ground and Premiſſes, or any of them, or any Part thereof, by Force or Virtue of the ſaid recited Indenture of Leaſe and Laſt Will of the ſaid Sir *Charles Alton* or either of them, or otherwiſe howſoever, together with the Policies of Inſurance upon the ſame Premiſſes in the Office commonly called the Amicable Contributionſhip for Inſurance of Houſes from Loſs by Fire, and all Monies thereupon due or recoverable, and all the Benefit thereof; To have and to hold the ſaid Meſſuage or Tenement, Coach-houſe, Stables, Outhouſes, Piece or Parcel of Ground, and all and ſingular other the Premiſſes herein before aſſigned, or mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid Sir *Edward Eades* and *Francis Fell*, their Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the Term and Eſtate of the ſaid Dame *Agnes Alton* therein (ſubject to the Rents and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained) upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame. And this Indenture farther witneſſeth, That for the Conſiderations aforeſaid, and in farther Purſuance of the ſaid recited Agreements, ſhe the ſaid Dame *Agnes Alton*, with the like Privity and Conſent of the ſaid *Guy Gale*, teſtified as aforeſaid, hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain ſell, aſſign, transfer and ſet over unto the ſaid Sir *Edward Eades* and *Francis Fell*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Jewels, Rings, Plate, Pictures, Linen, Houſhold Goods, Furniture, and other Things in the ſaid Schedule hereunto annexed mentioned, together with all other her Houſhold Goods, Furniture, and Perſonal Eſtate; To have, hold, receive, perceive, take and enjoy the ſame, and every Part thereof, and all the Produce, Benefit and Advantage thereof, unto the ſaid Sir *Edward Eades* and *Francis Fell*, their Executors, Adminiſtrators and Aſſigns, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that as well the ſaid Sum of 8000 *l. South Sea* Stock, ſo transferred to the ſaid Sir *Edward Eades* and *Francis Fell* in the Books of the ſaid *South-Sea* Company as aforeſaid, as alſo the ſaid Leaſehold Meſſuage or Tenement, Ground and Premiſſes, and the ſaid Jewels, Rings, Plate, Pictures, Linen, Houſhold Goods, Furniture, and other Things herein before aſſigned, or mentioned to be aſſigned to the ſaid Sir *Edward Eades* and *Francis Fell*, their Executors, Adminiſtrators, and Aſſigns as aforeſaid, are and were ſo reſpectively aſſigned to them, upon the Truſts, and to and for the Intents and Purpoſes, and ſubject to the Proviſo herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, in Truſt for the ſaid Dame *Agnes Alton*, her Executors, Adminiſtrators and Aſſigns, until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then as to the ſaid Sum of 8000 *l. South-Sea* Stock, and the ſaid Leaſehold Meſſuage, Ground and Premiſſes, upon Truſt that they the ſaid Sir *Edward Eades* and *Francis Fell*, their Executors, Adminiſtrators and Aſſigns, ſhall and do pay, apply and diſpoſe of the clear yearly Rents, Iſſues, Dividends and Produce thereof, as the ſame ſhall from Time to Time ariſe and be received, unto ſuch Perſon or Perſons, and for

aſſigns to Truſtees

the Leaſehold Intereſt.

General Words,

and Policies and Aſſurance;

To hold

upon Truſts, &c.

She alſo aſſigns the Jewels, &c. in a Schedule,

upon Truſts.

Agreement as to the Truſt of the Perſonal Eſtate tranſferred and aſſigned,

in Truſt for her till the Marriage. Then the Profits of the *South-Sea* Stock and Leaſehold to her Appointee,

ſuch

ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, as ſhe the ſaid Dame *Agnes Alton* ſhall from Time to Time, and at any Time or Times during her Life, and notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand direct or appoint; to the Intent that the ſame or any Part thereof may not be at the Diſpoſal, or ſubject or liable to the Controul or Intermeddling of the ſaid *Guy Gale* her intended Huſband, but only at her own ſole and ſeparate Diſpoſe: And in Default, and until ſuch Direction and Appointment, to the proper Hands of her the ſaid Dame *Agnes Alton*, or otherwiſe ſhall permit and ſuffer her to receive and take the ſame to and for her own ſole and ſeparate Uſe and Benefit; whoſe Receipt under her Hand ſhall from Time to Time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipt ſhall be given. And upon this farther Truſt, that they the ſaid Sir *Edward Eades* and *Francis Fell*, their Executors, Adminiſtrators and Aſſigns, ſhall and do aſſign, transfer and diſpoſe of the ſaid Sum of 8000 *l. South-Sea* Stock, or any Part thereof, and the ſaid Leaſehold Meſſuage, Ground and Premiſſes, together with the ſaid Policies of Inſurance, unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid Dame *Agnes Alton* from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal atteſted by two or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, ſhall direct limit, give, diſpoſe or appoint the ſame: And in Default of ſuch Direction, Limitation, Gift, Diſpoſition and Appointment, and as to ſuch Part or Parts of the ſame Premiſſes whereof no ſuch Direction, Limitation, Gift, Diſpoſition or Appointment ſhall be made, in Truſt for the ſaid Dame *Agnes Alton*, her Executors and Adminiſtrators. And as to the ſaid Jewels, Rings, Plate, Pictures, Linen, Houſhold Goods, Furniture, and other Things laſt herein before aſſigned, from and immediately after the Solemnization of the ſaid intended Marriage, upon Truſt that they the ſaid Sir *Edward Eades* and *Francis Fell*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid Dame *Agnes Alton* from Time to Time, and at any Time and Times hereafter, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, to have uſe and enjoy the ſame, and every Part thereof, to and for her own ſole and ſeparate Uſe and Benefit, and at her free Will and Pleaſure to give away and diſpoſe of the ſame as ſhe ſhall think fit, and direct or appoint by any Writing or Writings under her Hand; it being the true Intent and Meaning of theſe Preſents, and of all the ſaid Parties hereunto, that the ſaid laſt mentioned Premiſſes, or any Part thereof, ſhall not be under the Power or Controul of the ſaid *Guy Gale*, or for his Uſe or Benefit, but only at the ſole and ſeparate Diſpoſe of her the ſaid Dame *Agnes Alton*, notwithſtanding her Coverture, as fully and effectually to all Intents and Purpoſes as if ſhe were ſole and unmarried; and in Default of ſuch Gift or other Diſpoſition as is laſt herein before mentioned, and as to ſuch Part or Parts of the ſaid laſt mentioned Premiſſes whereof no ſuch Gift or Diſpoſition ſhall be made as aforeſaid, then in Truſt for the ſaid Dame *Agnes Alton*, her Executors and Adminiſtrators. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid Sir *Edward Eades* and *Francis Fell*, or the Survivor of them, his Executors or Adminiſtrators, with the Conſent and Goodliking of the ſaid Dame *Agnes Alton*, to lend and place out the Monies ariſing by Sale or Diſpoſition of the ſaid Truſt-Eſtate and Premiſſes, or any Part thereof, or otherwiſe ariſing from the ſame, upon any publick or private Security or Securities at Intereſt, or to inveſt the ſame, or any Part thereof, in the Purchaſe of Stock, in any of the Public Companies or Funds, ſubject to the Truſts aforeſaid, and with ſuch Approbation as aforeſaid; and ſo from Time to Time to call in ſuch Monies ſo lent or placed out on Securities as aforeſaid, or to ſell and diſpoſe of ſuch Stock ſo to be purchaſed as aforeſaid, or any Part thereof, as often as they ſhall think fit, with ſuch Approbation as aforeſaid. And it is

exclusive of her Huſband,

to be at her ſeparate Diſpoſal.

Until Appointment, to her own Hands.

The Truſtees to transfer, &c. the *South-Sea* Stock,

as ſhe ſhall appoint.

If no Appointment, for her, her Executors, &c.

As to the Jewels, &c.

to permit her to uſe them,

and diſpoſe as if unmarried.

If no Diſpoſition, to her, her Executors, &c.

The Truſtees with her Approbation,

may place out the Money, &c. upon Securities,

and ſo *toties quoties*;

and not to be accountable for more than they receive,

nor for Loſs without wilful Default, nor one for the other.

is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid Sir *Edward Eades* and *Francis Fell*, their Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for more Monies than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſaid Monies and Truſt-Eſtate, or any Part thereof, ſo as the ſame happen without their wilful Default, nor the one of them for the other of them, or for the Acts, Deeds or Defaults the one of the other, but each of them only for his own Acts, Deeds and Defaults. And further, that it ſhall and may be lawful to and for the ſaid Sir *Edward Eades* and *Francis Fell*, their Executors, Adminiſtrators and Aſſigns, and every of them, in the firſt Place by and out of the ſaid Truſt-Eſtate and Premiſſes to deduct and reimburſe themſelves, and every of them, all ſuch Loſs, Coſts, Charges, Damages and Expences, as they and every or any of them ſhall be put unto, or ſuſtain for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe at any Time or Times hereafter before the Feaſt of St. *Michael* the Archangel which ſhall be in the Year of our Lord 1728. the ſaid *Guy Gale*, his Executors or Adminiſtrators, ſhall give Notice in Writing to the ſaid Sir *Edward Eades* and *Francis Fell*, or either of them, or to the Survivor of them, his Executors or Adminiſtrators, that he the ſaid *Guy Gale*, his Executors or Adminiſtrators, do not approve of or like the ſaid Mortgages or Securities to him made, aſſigned or transferred as aforeſaid, or any of them, then and in ſuch Caſe, and not otherwiſe, the ſaid Sir *Edward Eades* and *Francis Fell*, or the Survivor of them, his Executors or Adminiſtrators, ſhall by and out of the ſaid Truſt-Eſtate and Premiſſes above mentioned, to be aſſigned and transferred to them upon the Truſts aforeſaid, (notwithſtanding any the aforeſaid Truſts above declared concerning the ſame) in the firſt Place levy and raiſe all and every ſuch Sum or Sums of Money as ſhall then be due upon the ſaid Mortgages or Securities to the ſaid *Guy Gale* aſſigned, made or transferred, and not liked or approved of as aforeſaid, and pay the ſame to the ſaid *Guy Gale*, his Executors or Adminiſtrators, he the ſaid *Guy Gale*, his Heirs, Executors, Adminiſtrators or Aſſigns, transferring, ſurrendering or conveying all his and their Right, Eſtate and Title in and to the ſaid mortgaged Premiſſes and Monies thereon due, diſcharged of all Incumbrances by him and them done, unto the ſaid Sir *Edward Eades* and *Francis Fell*, their Heirs, Executors, Adminiſtrators and Aſſigns, in Truſt for the Benefit of the ſaid Dame *Agnes Alton*, excluſive of the ſaid *Guy Gale*, and ſubject to her ſole Power, Diſpoſition and Appointment as aforeſaid, or to ſuch other Perſon or Perſons, and to ſuch other Intents and Purpoſes as the ſaid Dame *Agnes Alton*, notwithſtanding her Coverture, ſhall direct and appoint, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And laſtly, the ſaid *Guy Gale* doth hereby covenant, declare and agree, that the ſaid Dame *Agnes Alton*, his intended Wife ſhall, notwithſtanding her Coverture, have the full and free Diſpoſal of ſuch further Eſtate as ſhall at any Time or Times hereafter come, deſcend or accrue to her, or to which ſhe ſhall be intitled during the Coverture between the ſaid *Guy Gale* and Dame *Agnes Alton* his intended Wife; and that he the ſaid *Guy Gale* ſhall and will at any Time during the ſaid Coverture, at the Requeſt, Coſt and Charges of the ſaid Truſtees, or the Survivor of them, his Executors or Adminiſtrators, do any reaſonable Act or Thing for the better enabling her the ſaid Dame *Agnes Alton* thereunto. In Witneſs, &c.

Proviſo that if the Huſband (within a certain Time) gives Notice that he does not approve of the Securities aſſigned to them, the Truſtees are to pay him the Value out of the Truſt-Eſtate,

and he to reaſſign, &c.

in Truſt for the Wife's ſeparate Uſe, &c.

The Huſband agrees that ſhe ſhall diſpoſe of any future Eſtate accruing to her, &c.

A Settlement before Marriage of Pin-Money, or an Annuity to the Wife for her ſeparate Uſe: The Father covenants to pay it, and transfer Stock and Annuities to ſecure it; the Huſband having paid him a Conſideration. The Father, with Approbation, &c. may ſettle Lands in Lieu, &c. If no Iſſue, the Huſband is to pay back Part of the Portion. A Covenant for the Wife's enjoying and diſpoſing of Jewels. This void, if Marriage not had within a certain Time. N° 171.

THIS Indenture tripartite, made the twenty-firſt Day of *November Anno Domini* 1717. and in the fourteenth Year of the Reign, *&c.* between *Abel Aſh* of St. *Bridget* in the County of *Cheſter*, Eſq; of the firſt Part; *Daniel Diggs* of *Eaſtham* in the County of *Flint*, Eſq; and *Gertrude Diggs*, Spinſter, youngeſt Daughter of the ſaid *Daniel Diggs*, of the ſecond Part; and *Henry Hurt* of *Irrell* in the ſaid County of *Cheſter*, Eſq; and *Kenelm Kennor* of *Lynd* in the County of *Monmouth*, Eſq; of the third Part. Whereas a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemnized between the ſaid *Abel Aſh* and the ſaid *Gertrude Diggs*. And whereas in Conſideration of the ſaid intended Marriage, and of the Love and Affection which the ſaid *Abel Aſh* hath and beareth to the ſaid *Gertrude* his intended Wife, and of the Portion or Fortune which the ſaid *Daniel Diggs* doth advance and give with his ſaid Daughter on her ſaid intended Marriage, he the ſaid *Abel Aſh* hath contracted and agreed with the ſaid *Daniel Diggs* for the Purchaſe of the Annuity or yearly Sum of 150 *l.* of lawful Money of *Great Britain* (herein covenanted and agreed to be paid by the ſaid *Daniel Diggs*) for the natural Life of the ſaid *Gertrude Diggs*, for the Sum or Price of 1500 *l.* of like Money, which ſaid Annuity is to be paid and ſecured to or for the Benefit of the ſaid *Gertrude Diggs*, and for her ſole and ſeparate Uſe, and at her own Diſpoſal, notwithſtanding her Coverture, in Manner herein after mentioned. Now this Indenture witneſſeth, that in Purſuance of the ſaid recited Agreement, and for and in Conſideration of the Sum of 1500 *l.* of lawful Money of *Great Britain* to the ſaid *Daniel Diggs* in Hand well and truly paid by the ſaid *Abel Aſh*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *Daniel Diggs* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Abel Aſh*, his Heirs, Executors and Adminiſtrators, and every of them for ever by theſe Preſents, he the ſaid *Daniel Diggs* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Henry Hurt* and *Kenelm Kennor*, their Executors, Adminiſtrators and Aſſigns, that he the ſaid *Daniel Diggs*, his Heirs, Executors and Adminiſtrators, ſhall and will for and during the natural Life of the ſaid *Gertrude Diggs* his Daughter, well and truly pay, or cauſe to be paid, by four equal Quarterly Payments on the four moſt uſual Feaſts or Days of Payment in the Year; that is to ſay, the Feaſts of the Birth of our Lord Chriſt, the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, and St. *Michael* the Archangel, by even and equal Portions, one Annuity or yearly Sum of 150 *l.* of lawful Money of *Great Britain*, clear of all Taxes and Deductions whatſoever, under the proper Hands of her the ſaid *Gertrude Diggs*, or to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, as ſhe the ſaid *Gertrude Diggs* by any Note or Writing under her Hand from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, ſhall order, direct or appoint, to and for her own ſole and ſeparate Uſe and Benefit, and at her own Diſpoſal, excluſive of the ſaid *Abel Aſh* her intended Huſband; the firſt Payment thereof to begin and be made on the Feaſt-Day of the Birth of our Lord Chriſt next enſuing the Date hereof. And it is hereby declared and agreed by all the ſaid Parties to theſe Preſents, that the Receipt of the ſaid *Gertrude Diggs* alone under her Hand ſhall from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſaid Annuity or yearly

The Parties.

The intended Marriage recited, and an Agreement by the Huſband with the Wife's Father, to buy of him an Annuity for her Pin-Money.

The Conſideration.

The Covenant by her Father to pay, *&c.*

her Receipt to be ſufficient.

Sum of 150*l.* for ſo much thereof, for which ſuch Receipt ſhall be given. And

Recital that he has transferred Bank-Stock to ſecure the Payment.

whereas the ſaid *Daniel Diggs* for the better ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 150*l.* to or for the ſaid *Gertrude Diggs* for her Life, for her ſole and ſeparate Benefit in Manner aforeſaid, hath on or before the Day of the Date hereof transferred unto the ſaid *Henry Hurt* and *Kenelm Kennor* 4000*l.* Nominal Capital Bank-Stock in the Joint-Stock or Fund of the Governor and Company of the Bank of *England*, as by the Books of the ſaid Governor and

The Truſt of the Stock declared,

Company may appear. Now this Indenture further witneſſeth, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that the ſaid 4000*l.* Stock ſo transferred to the ſaid *Henry Hurt* and *Kenelm Kennor* as aforeſaid, is and was ſo transferred to them upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, upon

the Father to receive the Dividends

Truſt and Confidence that they the ſaid *Henry Hurt* and *Kenelm Kennor*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer, and fully authorize and empower the ſaid *Daniel Diggs*, his Executors and Adminiſtrators, to receive and take the yearly Dividends, Intereſt and Produce of the ſaid 4000*l.* Stock, as the ſame ſhall from Time to Time ariſe and become due to and for his own and their own Uſe and Benefit, in the mean Time and

until Default in Payment,

until Default ſhall happen to be made of or in Payment of the ſaid Annuity or yearly Sum of 150*l.* or any Part thereof, by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame ought to be paid as aforeſaid: And upon this further Truſt and Confidence, and to the In-

and then the Truſtees to raiſe the Annuity.

tent and Purpoſe, that in Caſe the ſaid Annuity or yearly Sum of 150*l.* or any Part thereof, ſhall be behind or unpaid to her the ſaid *Gertrude Diggs*, or her Order, by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before covenanted and agreed to be paid as aforeſaid, then and ſo often they the ſaid *Henry Hurt* and *Kenelm Kennor*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall and do by and out of the yearly Dividends, Intereſt and Produce of the ſaid 4000*l.* Stock, or by Sale of any or a competent Part of the ſame Stock, or by ſuch other Ways or Means as they the ſaid Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns ſhall think fit, raiſe and levy ſuch Sum and Sums of Money as ſhall from Time to Time be ſufficient to anſwer, pay and ſatisfy the ſaid Annuity or yearly Sum of 150*l.* or ſo much thereof as ſhall from Time to Time ſo happen to be in Arrear and unpaid, together with all Coſts, Charges and Expences occaſioned by the Non-payment thereof in Manner afore-

After her Death,

ſaid, and ſhall and do thereupon pay, apply and diſpoſe of the ſame Monies accordingly. Provided always nevertheleſs, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Deceaſe of the ſaid *Gertrude Diggs*, and Payment of all Arrears which ſhall be then due of the ſaid Annuity or yearly Sum of 150*l.* (if any ſuch ſhall then be) together with all Coſts, Charges and Expences attending the Execution of the Truſts aforeſaid, then and immediately thereupon, or ſo ſoon after as conveniently may be, they the ſaid Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall and will, at the Requeſt, Coſt and Charges of the ſaid

the Truſtees to re-transfer.

Daniel Diggs, his Executors or Adminiſtrators, re-transfer and make over the ſaid 4000*l.* Stock, and ſuch other Stocks, Funds or Securities for Monies, (as ſhall then be the Fund or Funds, or Security or Securities for the aforeſaid Annuity) or ſo much thereof as ſhall then remain undiſpoſed of for the Purpoſes aforeſaid, and all Dividends and Intereſt then due upon or payable for the ſame, or any Part thereof, unto the ſaid *Daniel Diggs*, his Executors and Adminiſtrators, or as he or they ſhall direct or appoint, to and for his and their own Uſe and Benefit, any Thing herein contained to the contrary notwithſtanding. And for

The Father covenants to pay all Calls, &c.

the Conſideration, Ends and Purpoſes aforeſaid, the ſaid *Daniel Diggs* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree, to and with the ſaid *Henry Hurt* and *Kenelm Kennor*, their Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, that he the ſaid *Daniel Diggs*, his Executors or Adminiſtrators, ſhall and will

from

from Time to Time at his or their own Charge, anſwer and pay all Calls which during the Continuance of the Truſt aforeſaid, ſhall by the Governor and Company of the Bank of *England* be made for, upon or on account of the ſaid 4000 *l.* Stock ſo transferred as aforeſaid, or any Part thereof. And further, that if at any Time hereafter during the natural Life of the ſaid *Gertrude Diggs* the ſaid 4000 *l.* Stock, or ſo much thereof as ſhall then remain undiſpoſed of for the Purpoſes aforeſaid, ſhall not in the Judgment of them the ſaid *Henry Hurt* and *Kenelm Kennor*, or the Survivor of them, his Executors or Adminiſtrators, be a ſufficient Fund for ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 150 *l.* to the ſaid *Gertrude Diggs* for her natural Life, in Manner aforeſaid, then and in ſuch Caſe he the ſaid *Daniel Diggs*, his Heirs, Executors or Adminiſtrators, ſhall and will at his and their own proper Coſts and Charges, immediately upon the Requeſt of the ſaid Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, or of the ſaid *Gertrude Diggs*, transfer and make over, or cauſe and procure to be transferred and made over unto the ſame Truſtees, or the Survivor of them, his Executors, Adminiſtrators and Aſſigns, upon the Truſts, and for the Intents and Purpoſes aforeſaid, ſo much more Bank-Stock, or ſo much *South-Sea* Stock or *Eaſt-India* Stock, or *South-Sea* Annuities, or ſuch Sum or Sums of Principal Money ſecured upon ſome Government or other good Security or Securities at Intereſt, as they the ſaid Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, or the ſaid *Gertrude Diggs*, ſhall from Time to Time think ſufficient to be added to the aforeſaid 4000 *l.* Stock (or ſo much thereof as ſhall then remain undiſpoſed of) thereby the better to ſecure the Payment of the ſaid Annuity or yearly Sum of 150 *l.* to her the ſaid *Gertrude Diggs* for her Life, in Manner aforeſaid. Provided always nevertheleſs, and it is declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid 4000 *l.* Stock, or any Part thereof, or ſuch other Stocks, Funds or Monies upon Security or Securities at Intereſt, as are herein before covenanted to be transferred upon the Truſts, and for the Intents and Purpoſes aforeſaid, or any of them, or any Part thereof, ſhall at any Time hereafter during the natural Life of the ſaid *Gertrude Diggs*, be redeemed or paid off, or otherwiſe come to the Hands of the ſaid Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, or ſhall otherwiſe be ſold or diſpoſed of, and converted into Monies, (which it ſhall and may be lawful to and for the ſame Truſtees to do with the Conſent and Approbation of the ſaid *Daniel Diggs*, and *Abel Aſh* and *Gertrude* his intended Wife, or the Survivors or Survivor of them, teſtified in Writing under their, his or her Hands or Hand) then and in ſuch Caſe, and ſo often, it ſhall and may be lawful to and for them the ſaid Truſtees, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, from Time to Time, during the natural Life of the ſaid *Gerterud Diggs*, to lend and place out the Monies coming to their or either of their Hands by any of the Ways or Means aforeſaid, or any Part thereof (with ſuch Conſent and Approbation as aforeſaid) upon any publick or private Security or Securities at Intereſt, or to inveſt the ſame or any Part thereof in the Purchaſe of Stock in any of the publick Companies or Funds, or of any Government Securities, upon the Truſts, and ſubject to the Proviſoes and Agreements herein contained, any Thing in theſe Preſents contained to the contrary notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe at any Time hereafter during the natural Life of the ſaid *Gertrude Diggs*, the ſaid *Daniel Diggs*, his Heirs, Executors or Adminiſtrators, ſhall and do at his and their own Coſts and Charges, and to and with the Good-liking and Approbation of the ſaid *Abel Aſh* and *Gertrude* his intended Wife, *Henry Hurt* and *Kenelm Kennor*, or the Survivors or Survivor of them, well and ſufficiently ſecure the Payment of the ſaid Annuity, yearly Rent or Sum of 150 *l.* unto her the ſaid *Gertrude Diggs*, for and during the Term of her natural Life, for her own ſole and ſeparate Uſe and Benefit, in Manner aforeſaid, by and out of Freehold Manors, Meſſuages, Lands, Tenements or Hereditaments, of ſufficient Value for that Purpoſe, then and immediately thereupon, or ſo ſoon after as conveniently may be (all Arrears of the ſaid Annuity, if any ſuch there be, and the ſaid Truſtees Coſts and Charges which they may have then been at in the Execution of the aforeſaid Truſts being firſt paid and ſatisfied) they the ſaid Truſtees, or the Survivor of them, his Executors,

and to make good Deficiences, &c.

Proviſo if any Part of the Stock be paid off,

the Truſtees may lay out the Money.

Proviſo, if the Father ſecures the Payment of the Annuity, &c.

out of Lands, &c.

The Truſtees to re-transfer.

tors, Adminiſtrators or Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid *Daniel Diggs*, his Executors or Adminiſtrators, re-transfer and make over the ſaid 4000*l.* Stock, and ſuch other Stocks, Funds or Securities for Monies as ſhall then be the Fund or Funds, or Securities for the aforeſaid Annuity, or ſo much thereof as ſhall then remain undiſpoſed of for the Purpoſes aforeſaid, and all Dividends and Intereſt then due upon or payable for the ſame or any Part thereof, unto him the ſaid *Daniel Diggs*, his Executors and Adminiſtrators, as he or they ſhall direct or appoint, to and for his and their own Uſe and Benefit, any Thing herein before contained to the contrary notwithſtanding. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid Truſtees, or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, ſhall not be charged or chargeable with, or accountable for any more Monies than they reſpectively ſhall actually receive or ſhall come to their reſpective Hands by Virtue of the Truſts aforeſaid, nor with nor for the Loſs of ſuch Monies, or any Part thereof, ſo as the ſame happen without their wilful Default, nor the one of them for the other of them, or for the Acts, Deeds, Receipts or Diſburſements the one of the other, but each of them only for his own Acts, Deeds and Diſburſements. And alſo, that it ſhall and may be lawful to and for each of them the ſaid Truſtees, his Executors and Adminiſtrators, in the firſt Place, by and out of the ſaid Truſt-Premiſſes to deduct and reimburſe him and themſelves all ſuch Loſs, Coſts, Charges and Expences, as he, they, or any of them ſhall ſuſtain, expend or be put unto, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. And whereas the Portion or Fortune which the ſaid *Daniel Diggs* doth advance and give with the ſaid *Gertrude* his Daughter upon her ſaid intended Marriage doth conſiſt of 2000*l.* Capital Stock in the *South-Sea* Company, and 14000*l.* *South-Sea* Annuities, both which are on or before the Day of the Date hereof (together with 18000*l.* Capital Stock in the ſame Company, belonging to, and Part of the Perſonal Eſtate of the ſaid *Abel Aſh*) transferred in the reſpective Books of the ſaid *South-Sea* Company unto the ſaid *Daniel Diggs*, *Henry Hurt* and *Abel Aſh*, and *Kenelm Kennor*, as by the Books of the ſame Company may appear. And whereas the ſaid 2000*l.* and 18000*l.* *South-Sea* Stock, and 14000*l.* *South-Sea* Annuities, are and were ſo tranſferred to the ſaid *Daniel Diggs*, *Henry Hurt*, *Abel Aſh* and *Kenelm Kennor* as aforeſaid, (among other Truſts) upon Truſt (as ſoon after the Solemnization of the ſaid intended Marriage as a convenient Purchaſe or Purchaſes can be found) to ſell and diſpoſe of the ſame *South-Sea* Stock and Annuities, and to lay out and inveſt the Monies ariſing thereby in a Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments of Inheritance in Fee-ſimple in Poſſeſſion, to be ſettled, conveyed and aſſured to, for and upon ſuch Uſes, Truſts, Intents and Purpoſes, and under and ſubject to ſuch Powers, Proviſoes, Limitations and Agreements, as in and by one Indenture quadrupartite bearing even Date herewith, and made or mentioned to be made between the ſaid *Abel Aſh* of the firſt Part, the ſaid *Henry Hurt* and *Kenelm Kennor* of the ſecond Part, Sir *Nicholas Kennor* of *Opden* in the ſaid County of *Monmouth*, Bart. and *Peter Pinnar* of *Quum* in the ſaid County of *Flint*, Eſq; of the third Part, and the ſaid *Daniel Diggs*, and *Gertrude Diggs* his Daughter, of the fourth Part, are mentioned, declared, directed and agreed upon, of and concerning the ſame reſpectively, as by the ſaid Indenture quadrupartite, Relation being thereunto had, may (among other Things) more fully and at large appear: Now this Indenture further witneſſeth, and the ſaid *Abel Aſh*, in Conſideration of the ſaid intended Marriage, and of the ſaid Marriage-Portion, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Daniel Diggs*, his Executors, Adminiſtrators and Aſſigns, that in caſe the ſaid *Gertrude Diggs* ſhall happen to die without Iſſue of her Body by the ſaid *Abel Aſh* her intended Huſband living at the Time of her Deceaſe, or leaving ſuch Iſſue, and that all ſuch Iſſue ſhall afterwards happen to die before any of them attain the Age of ten Years, then and in ſuch Caſe the Heirs, Executors or Adminiſtrators of the ſaid *Abel Aſh* ſhall and will, within the Space of one Calendar Month next after the Deceaſe of the ſaid *Abel Aſh*, and Failure of Iſſue as aforeſaid, well and truly pay, or cauſe to be

Truſtees to be chargeable for their own Receipts only,

not for Loſſes,

nor for each other.

They may deduct their Charges.

Recital that the Wife's Portion conſiſts of South-Sea Stock and South-Sea Annuities, which with South-Sea Stock of the Huſband are transferred, &c.

to ſell, and lay out the Money in a Purchaſe,

to be ſettled,

as by another Deed of this Date.

The Huſband covenants, if no Iſſue, &c.

paid, unto the ſaid *Daniel Diggs*, his Executors, Adminiſtrators or Aſſigns, the Sum of 6000 *l.* of lawful Money of *Great Britain*, to and for his and their own Uſe and Benefit. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid laſt mentioned *South-Sea* Stock and Annuities, or a ſufficient Part thereof, ſhall be or remain in the Hands of the ſaid *Daniel Diggs*, *Henry Hurt* and *Kenelm Kennor*, or any of them, their or any of their Executors or Adminiſtrators, and not be inveſted in ſuch Purchaſe or Purchaſes as aforeſaid when the ſaid Sum of 6000 *l.* ſhall become due and payable, then and in ſuch Caſe the ſaid Sum of 6000 *l.* ſhall and may be raiſed and retained by the ſaid laſt mentioned Truſtees, or the Survivors or Survivor of them, his Executors or Adminiſtrators, by and out of the ſame *South-Sea* Stock and Annuities, or the Monies raiſed by Sale thereof as aforeſaid, or a competent Part thereof, and be thereupon paid unto him the ſaid *Daniel Diggs*, his Executors, Adminiſtrators or Aſſigns, to and for his and their own Uſe and Benefit, in Satisfaction and Diſcharge of the ſaid Covenant and Agreement herein before contained on the Part of the ſaid *Abel Aſh* for Payment of the ſaid 6000 *l.* on the Contingency aforeſaid; any Thing herein or in the ſaid Indenture quadrupartite contained to the contrary notwithſtanding. And whereas in Conſideration of the ſaid intended Marriage and Marriage-Portion it hath been agreed by and between the ſaid *Abel Aſh* and *Daniel Diggs*, that the ſaid *Gertrude Diggs* notwithſtanding her ſaid intended Coverture ſhould have, retain, wear and enjoy, to and for her own ſole and ſeparate Uſe during her natural Life, and at her free Will and Pleaſure by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be atteſted by two or more credible Witneſſes, give away and diſpoſe of at her Deceaſe, to all or any one or more of her Child or Children by the ſaid *Abel Aſh*, and if no ſuch Child or Children ſhall be then living, then to any other Perſon or Perſons whomſoever, all and every or any of ſuch Jewels and Ornaments of her Perſon as ſhe now is poſſeſſed of and intitled unto, or as at any Time or Times hereafter during her ſaid intended Coverture ſhe ſhall be poſſeſſed of or intitled unto by the Gift of the ſaid *Abel Aſh*, or any other of her Friends or Relations: Now this Indenture farther witneſſeth, and in Purſuance of the ſaid laſt recited Agreement, and for the Conſiderations aforeſaid, the ſaid *Abel Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, farther covenant, grant and agree, to and with the ſaid *Daniel Diggs* and *Henry Hurt*, their Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhall take Effect, he the ſaid *Abel Aſh*, his Heirs, Executors and Adminiſtrators, ſhall and will permit and ſuffer the ſaid *Gertrude* his intended Wife from Time to Time, and at all Times during her natural Life, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, to have, retain, wear and enjoy, to and for her own ſole and ſeparate Uſe, and at her free Will and Pleaſure by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be atteſted by two or more credible Witneſſes, to give away and diſpoſe of at her Deceaſe to all or any one or more of her Child or Children by the ſaid *Abel Aſh*; and if no ſuch Child or Children ſhall be then living, then to any other Perſon or Perſons whomſoever, all and every or any of ſuch Jewels and Ornaments of her Perſon as ſhe now is poſſeſſed of or intitled unto, or as at any Time or Times hereafter during her ſaid intended Coverture ſhe ſhall be poſſeſſed of or intitled unto by the Gift of the ſaid *Abel Aſh*, or any of her Friends or Relations. Provided laſtly, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid intended Marriage ſhall not take Effect, and be had and ſolemnized within the Space of three Calendar Months next enſuing the Date hereof, then theſe Preſents, and the Convenant and Agreement herein before contained on the Part of the ſaid *Daniel Diggs* for Payment of the ſaid Annuity, yearly Rent or Sum of 150 *l.* to the ſaid *Gertrude Diggs* for her natural Life, in Manner aforeſaid, and all and every the Truſts, and other the Covenants and Agreements herein before contained, ſhall ceaſe, determine, and be utterly void: And then alſo the ſaid *Daniel Diggs*, his Heirs, Executors or Adminiſtrators, ſhall pay the ſaid Sum of 1500 *l.* paid by the ſaid *Abel Aſh* as aforeſaid unto him the ſaid *Abel Aſh*, his Executors or Adminiſtrators: And then alſo the ſaid 18000 *l.* Capital *South-Sea* Stock, Part of the Perſonal Eſtate of the ſaid *Abel*

to repay a Sum of Money to the Father,

which may be retained out of the Stocks, if then in Being.

Recital of an Agreement that the Wife may wear, and diſpoſe of her Jewels to any Child, &c.

The Covenant for that Purpoſe.

This Deed to be void, if the Marriage not ſolemnized within a certain Time;

and Monies and Stocks to be re-paid and re-transferred.

Abel Aſh, and herein before and in the ſaid Indenture quadrupartite mentioned to be transferred to the ſaid *Daniel Diggs*, *Henry Hurt*, *Abel Aſh* and *Kenelm Kennor* as aforeſaid, ſhall be thereupon re-transferred and made over unto him the ſaid *Abel Aſh*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit, and as his and their own proper Goods and Chattels: And then alſo the ſaid 2000*l.* Capital *South-Sea* Stock, and 14000*l.* *South-Sea* Annuities, herein before and in the ſaid Indenture quadrupartite mentioned to be transferred to the ſaid *Daniel Diggs*, *Henry Hurt*, *Abel Aſh* and *Kenelm Kennor*, as the Marriage-Portion of the ſaid *Gertrude Diggs*, and the ſaid 4000*l.* Nominal Capital Bank Stock herein before mentioned to be transferred to the ſaid *Henry Hurt* and *Kenelm Kennor*, upon the Truſts herein before declared concerning the ſame, ſhall be thereupon re-transferred and made over unto him the ſaid *Daniel Diggs*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit, and as his and their own proper goods and Chattels; any Thing herein or in the ſaid Indenture quadrupartite contained to the contrary notwithſtanding. In Witneſs, *&c.*

N° 18. *A ſhort Settlement before Marriage, by Leaſe and Releaſe (this being the Releaſe) of Lands, by the Wife's Father, to the Uſe of Huſband and Wife, their Heirs and Aſſigns.*

THIS Indenture, made the twenty-ſecond Day of *May Anno Domini* 1730, and in the third Year of the Reign of our Sovereign Lord *George* the Se-
The Parties. cond, *&c.* between *Adam Allen* of, *&c.* in the County of *Bedford*, Confectioner, and *Celia Allen*, Spinſter, the only Daughter of the ſaid *Adam Allen*, of the one
The intended Marriage recited. Part, and *David Dun* of, *&c.* aforeſaid, Eſq; of the other Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized be-
The Conſideration. tween the ſaid *David Dun* and the ſaid *Celia Allen:* Now this Indenture witneſſeth, That in Proſpect and Conſideration of the ſaid intended Marriage, and for conveying, ſettling and aſſuring the Meſſuages, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed in Manner herein after mentioned, and for and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Adam Allen* in Hand paid by the ſaid *David Dun*, at or before the Enſealing or Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Allen* hath granted, bargained, ſold, releaſed and confirmed, and
The Wife's Father grants, *&c.* by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *David*
The Parcels. *Dun*, his Heirs and Aſſigns, all that Meſſuage or Tenement, with the Garden, Stable, Coach-houſe, Back-houſe, Ground, Hereditaments and Appurtenances whatſoever thereunto belonging or in any wiſe appertaining, or therewith uſed and enjoyed, or reputed as Part thereof, ſituate and being in the Pariſh of St. *Felix* in *Arton* aforeſaid in the ſaid County of *Bedford*, and now or late in the Poſſeſſion or Occupation of *Gregory Gill*, Surgeon, his Aſſigns, Leſſees or Under-tenants; and all that other Meſſuage or Tenement, with the Melting-houſe or Office, Ciſtern, Chambers, Granaries, Kiln, Mills, Stables, Edifices and Buildings, Yards, Gardens, Orchards, Ways, Paſſages, Backſides, Waters, Water-courſes, Eaſements, Commodities, Privileges, Hereditaments and Appurtenances whatſoever thereunto belonging or in any wiſe appertaining, or therewith uſed or enjoyed, or reputed as Part thereof, alſo ſituate and being in the ſaid Pariſh of St. *Felix* in *Arton* aforeſaid, and now or late in the Poſſeſſion or Occupation of *Hector Hill*, his Aſſigns, Leſſees or Under-tenants, in which ſaid two Meſſuages or Tenements were formerly one Meſſuage or Tenement, and were late or ſome Time in the ſeveral Poſſeſſions or Occupations of *James Jones*, Gent. *Kenrick Kerby*, Maltſter, and *Luke Love*, ſome or one of them, their or ſome or one of their Aſſigns, Leſſees or Under-tenants; and all that other Meſſuage or Tenement commonly called or known by the Name or Sign of the *Eagle*, with all the Houſes, Out-houſes, Stables, Edifices, Buildings, Yards, Gardens, Orchards, Hereditaments and Appurtenances whatſoever thereunto belonging or in any wiſe appertaining, or therewith uſed and enjoyed, or reputed as Part thereof, alſo ſituate and being in the ſaid Pariſh of St. *Felix* in *Arton* aforeſaid, and now or late in the Occupation of *Noah North* his Aſſigns, Leſſees or Under-tenants, and late or ſome Time in

the Poſſeſſion or Occupation of *Oliver Oldys*, his Aſſigns or Under-tenants, all which ſaid Meſſuages or Tenements, Hereditaments and Premiſſes, do abut upon the Street in *Arton* aforeſaid, called *Princes-ſtreet* towards the South, and upon the Ditches called *St. Felix*'s *Bank* towards the North, and were ſometime ſince purchaſed by the ſaid *Adam Allen*, to him and his Heirs, of and from *Ruth Rice*, Spinſter, by Indentures of Leaſe and Releaſe, dated on or about the eleventh and twelfth Days of *September* 1717. together with two other Tenements or Cottages, with the Appurtenances, then in the Tenures of *Saul Strut* and *Tabitha Tam*, Widow, their Aſſignee or Aſſigns, and which have ſince been ſold and conveyed away by the ſaid *Adam Allen*; and alſo all other the Meſſuages or Tenements and Hereditaments of the ſaid *Adam Allen* purchaſed of the ſaid *Ruth Rice*, and not by him ſold and conveyed away as aforeſaid; all which ſaid Meſſuages or Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted or releaſed, are now in the actual Poſſeſſion of the ſaid *David Dun*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Adam Allen* for the Term of one whole Year, in Conſideration of 10*s.* to him paid by the ſaid *David Dun*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Adam Allen*, of, in, to or out of the ſaid Meſſuages or Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, every or any Part thereof; and alſo all Deeds, Evidences and Writings touching the ſame Premiſſes, to be hereby granted and releaſed; To have and to hold the ſaid Meſſuages or Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby mentioned, or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *David Dun*, his Heirs and Aſſigns, to ſuch Uſes, Intents and Purpoſes as are herein after mentioned; that is to ſay, to the Uſe and Behoof of the ſaid *Adam Allen* and his Heirs, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then to the Uſe and Behoof of the ſaid *David Dun* and the ſaid *Celia* his intended Wife, their Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Adam Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *David Dun*, his Heirs and Aſſigns, in Manner and Form following; that is to ſay, that the ſaid Meſſuages or Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with the Appurtenances, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be, to and for the ſeveral Uſes, Intents and Purpoſes aforeſaid, and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Adam Allen*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſame Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Adam Allen*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered, by the ſaid *Adam Allen*, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for him or them, or his or their Act, Means, Aſſent, Conſent or Procurement. And moreover, that he the ſaid *Adam Allen* and his Heirs, and all and every other Perſon or Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or in Equity, of, in, to or out of the aforeſaid Meſſuages or Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted

Bargain, &c. for a Year recited.

General Words.

Habendum

to the Huſband in Fee, to the Uſe,

after the Marriage, of the Huſband and Wife and their Heirs, &c.

The Grantor covenants for quiet Enjoyment,

free from Incumbrances,

And for farther Aſſurances.

granted and releaſed, or any Part thereof, from, by, or under, or in Truſt for him and them, ſhall and will from Time to Time, and at any Time or Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *David Dun*, his Heirs or Aſſigns, make, do or execute, or cauſe to be made, done and executed, all and every ſuch farther and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting and conveying of the ſame Meſſuages or Tenements, Hereditaments and Premiſſes, with their Appurtenances, to ſuch Uſes, Intents and Purpoſes as are herein before mentioned, expreſſed and declared of and concerning the ſame, as by the ſaid *David Dun*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch farther Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

N° 19. *One Part of a Settlement before Marriage, the Huſband having ſettled other Lands by another Deed, the Wife who is Deviſee in Tail (with the Heir at Law, to ſave the Charge of proving the Will) releaſes,* &c. *the deviſed Meſſuages, in order to a Recovery to the Uſe of the Huſband in Fee, as Part of her Portion.*

The Parties.

THIS Indenture quadrupartite, made the twenty-firſt Day of *April* 1727. and in the fourteenth Year of the Reign, *&c.* between *Anne Amton* of *London* Spinſter, Daughter of *Charles Amton*, late Citizen and Ironmonger of *London*, deceaſed, and Deviſee in Tail named in his laſt Will and Teſtament of the Meſſuages or Tenements, Ground and Hereditaments herein after mentioned to be hereby granted and releaſed, and *David Amton* of *London*, Ironmonger, Brother of the ſaid *Anne Amton*, and eldeſt Son and Heir of the ſaid *Charles Amton*, of the firſt Part, *Ezra Ent* the Elder of *London*, Eſq; of the ſecond Part, *Felix Fox* the Elder, Citizen and Ironmonger of *London*, of the third Part, and *George Fox*, alſo Citizen and Ironmonger of *London*, of the fourth Part. Whereas the ſaid *Charles Amton* did in and by his laſt Will and Teſtament in Writing, by him duly made and publiſhed, bearing Date the twentieth Day of *February* 1716. (among other Things) give and deviſe the Meſſuages or Tenements, Ground and Hereditaments herein after mentioned to be hereby granted and releaſed, by the Names and Deſcriptions of all his Land, Toft and Ground in or near *Hart-ſtreet* in the Pariſh of St. *Katherine* in *London*, for which he received 50 *l.* a Year as a Ground-Rent, with the two Meſſuages or Tenements thereupon erected and built, with their Appurtenances, unto his loving Daughter the ſaid *Anne Amton* and the Heirs of her Body lawfully to be begotten, with Remainder to his Son *Lewis Amton* and the Heirs of his Body lawfully to be begotten, with Remainder to his Son the ſaid *David Aſhton*, his Heirs and Aſſigns for ever. And whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Felix Fox* and the ſaid *Anne Amton:* Now this Indenture witneſſeth, that in Conſideration of the ſaid intended Marriage, and of the Proviſion which the ſaid *Felix Fox* hath covenanted and agreed to make for the ſaid *Anne Amton* and the Children and Iſſue of the ſaid intended Marriage, in and by one Indenture tripartite bearing even Date herewith, and made between the ſaid *Felix Fox* of the firſt Part, the ſaid *Ezra Ent* of the ſecond Part, and the ſaid *Anne Amton* of the third Part; and for preventing the Trouble, Charges and Expences in proving the ſaid recited Will in Chancery to perpetuate the Evidence and Teſtimony of the Witneſſes thereto, and for docking and barring the ſaid recited Eſtates-tail, and all other Eſtates-tail, and all Reverſions or Remainder thereupon, or upon any of them, expectant or depending, of and in the ſaid Meſſuages or Tenements, Ground and Hereditaments herein after mentioned to be hereby granted and releaſed, and for ſettling and limiting

A Will recited, whereby Meſſuages were deviſed to the firſt Party in Tail, *&c.*

The Conſideration a Settlement of this Date by the Huſband, *&c.*

and to ſave Charge of proving the Will in Chancery, and to bar the Intail, *&c.*

limiting the ſame Meſſuages and Premiſſes to the Uſes and in Manner herein after mentioned, to the Intent that in Caſe the ſaid intended Marriage ſhall take Effect, the ſaid Meſſuages, Ground, Hereditaments and Premiſſes, ſhall and may abſolutely be, go and remain, to or in Truſt for the ſaid *Felix Fox* and his Heirs, in Part of the Mariage Portion of the ſaid *Anne Amton*. And that the ſaid *Felix Fox* may be enabled to ſell and convert the ſaid Premiſſes into Monies, or otherwiſe diſpoſe thereof as he ſhall think fit, and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Anne Amton* and *David Amton* in Hand paid by the ſaid *Ezra Ent*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *David Amton*, at the Requeſt, and by the Direction and Appointment of the ſaid *Anne Amton*, teſtified by her being a Party to and her Sealing and Delivery of theſe Preſents; and alſo the ſaid *Anne Amton* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Ezra Ent*, his Heirs and Aſſigns, all that Piece or Parcel of Ground lying and being in or near *Hart-ſtreet* in the ſaid Pariſh of St. *Katherine*'s, *London*, whereupon or upon Part thereof before the late dreadful Fire which happened in *London* in the Year of our Lord 1666. ſtood a corner Meſſuage or Tenement, then or then late called or known by the Name of the *Bull*, and then or then late in the Tenures, Poſſeſſions or Occupations of *Noah Naſh* and *Owen Naſh*, or one of them, their or one of their Aſſigns, Leſſees or Undertenants, which ſaid Piece or Parcel of Ground containeth on the North-ſide, being the Front in *Hart-ſtreet* aforeſaid, thirty Feet and ſix Inches, more or leſs; and on the Eaſt-ſide, being the Front down *Hart-ſtreet* aforeſaid, thirty-one Feet and four Inches, more or leſs; on the Weſt-ſide thirty-four Feet and eleven Inches, more or leſs; and on the South-ſide eighty-nine Feet nine Inches, more or Leſs, as the ſame was heretofore meaſured and ſet out in a Ground-Plat by *Peter Paſte*, Surveyor for the City of *London*; and alſo all thoſe two Meſſuages or Tenements upon the ſame Piece or Parcel of Ground, or ſome Part thereof, now erected, built, ſtanding or being, together with all Cellars, Sollars, Shops, Rooms, Warehouſes, Buildings, Yards, Backſides, Ways, Paſſages, Waters, Watercourſes, Lights, Eaſements, Privileges, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuages or Tenements, Ground, Hereditaments and Premiſſes belonging or appertaining, or therewith or with any Part thereof uſed, occupied, poſſeſſed or enjoyed, which ſaid Piece of Ground, Meſſuages or Tenements, Hereditaments and Premiſſes, were by Indenture dated the fifteenth Day of *July* 1707. leaſed by the ſaid *Charles Amton* unto *Ralph Roll*, *Samuel Roll*, *Thomas Times*, *Winifred* his Wife, and *Xantippe Roll*, their Executors, Adminiſtrators and Aſſigns, from the Expiration of a former Leaſe therein recited, and which expired about 1700. for the Term of forty-one Years, at and under the yearly Rent of 50 *l.* payable Quarterly, as therein is mentioned; and alſo all other the Meſſuages and Tenements, Buildings, Ground and Hereditaments of her the ſaid *Anne Amton*, or whereof or wherein ſhe or any Perſon or Perſons in Truſt for her is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, ſtanding or being in or near the ſaid Pariſh of St. *Katharine*'s, with their and every of their Appurtenances; all which ſaid Meſſuages or Tenements, Buildings, Ground, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *Ezra Ent*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *David Amton* and *Anne Amton* for the Term of one whole Year, in Conſideration of 10*s.* to them paid by the ſaid *Ezra Ent*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *David Amton* and *Anne Amton*, and of each or either of them, of, in, to or out of the ſaid Meſſuages, Tenements, Ground, Hereditaments and Premiſſes, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages or Tenements, Ground, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their

and that the Wife's Lands may be in Part of the Marriage Portion.

The Grant and Releaſe by the Wife, and the Heir at Law.

The Parcels.

General Words.

Reference to the Bargain, &c. for a Year.

General Words,

Habendum to the Truſtee in Fee,

to make him Tenant to the *Præcipe.*

their Appurtenances, unto the ſaid *Ezra Ent*, his Heirs and Aſſigns, to the Intent and Purpoſe that he the ſaid *Ezra Ent* may by Virtue of theſe Preſents be and become perfect Tenant of the Freehold of the ſaid Meſſuages or Tenements, Ground, Hereditaments and Premiſſes, to the End that one or more good and perfect Common Recovery or Recoveries may be thereof had and ſuffered in ſuch Manner as

The Manner agreed on.

is herein after mentioned. For which Purpoſe it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *George Fox*, at the Coſts and Charges of the ſaid *Felix Fox*, on this Side and before the End of *Eaſter* Term next enſuing the Date hereof, to ſue forth and proſecute out of his Majeſty's High Court of Chancery one or more Writ or Writs of Entry *ſur Diſſeiſin en le Poſt*, returnable and to be returned before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, thereby demanding, by apt and convenient Names, and other Deſcriptions, the ſaid Meſſuages or Tenements, Ground, Hereditaments and Premiſſes, againſt the ſaid *Ezra Ent*; to which ſaid Writ or Writs of Entry the ſaid *Ezra Ent* ſhall appear *gratis* in his proper Perſon, and vouch over to Warranty the ſaid *Anne Amton*, who ſhall alſo appear *gratis* in her proper Perſon, and enter into the Warranty and vouch over to Warranty the Common Vouchee of the ſame Court, who ſhall alſo appear, and after Imparlance ſhall make Default, ſo as Judgment ſhall and may be thereupon had and given for the ſaid *George Fox*, to recover the ſaid Meſſuages or Tenements, Ground, Hereditaments and Premiſſes, againſt the ſaid *Ezra Ent*, and for him the ſaid *Ezra Ent* to recover in Value againſt the ſaid Common Vouchee, and that Execution ſhall and may be thereupon had and awarded accordingly, and all and every other Act and Thing done and executed, needful and requiſite for the ſuffering and perfecting of ſuch Common Recovery or Recoveries, with Vouchers

The Uſe declared.

as aforeſaid. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that immediately from and after the ſuffering and perfecting ſuch Common Recovery or Recoveries as aforeſaid, as well theſe Preſents, and the Aſſurance hereby made, as alſo the ſaid Common Recovery or Recoveries ſo as aforeſaid, or in any other Manner, or at any other Time or Times to be ſuffered, and all and every other Common Recovery and Recoveries, Fines, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, levied, ſuffered or executed of the ſaid Meſſuages or Tenements, Ground, Hereditaments and Premiſſes, or any Part thereof, by or between the ſaid Parties to theſe Preſents or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be judged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and the Recoveror or Recoverors in the ſaid Recovery or Recoveries named or to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Meſſuages or Tenements, Ground, Hereditaments and Premiſſes, and of every of them, and of every Part thereof, to the Uſes, and upon the Truſt herein after mentioned, expreſſed and declared of and

After the Marriage to the Huſband and another, in Truſt only for the Huſband in Fee.

concerning the ſame; that is to ſay, to the Uſe and Behoof of the ſaid *Anne Amton* and her Heirs, until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then to the Uſe and Behoof of the ſaid *Felix Fox* and *George Fox*, and of their Heirs and Aſſigns for ever, in Truſt as to the Eſtate of the ſaid *George Fox*, to and for the only Benefit of the ſaid *Felix Fox*, and of his Heirs and Aſſigns for ever, for and as and in Part of the Marriage Portion of the ſaid *Anne* his intended Wife as aforeſaid, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. In Witneſs, *&c.*

A Settlement

A Settlement before Marriage, of Freeholds, Leaſeholds and Copyholds by the Husband's Father. Power to Truſtees, with Conſent, to ſell, and reinveſt the Money in a Purchaſe. A Covenant by the Father to pay a Sum to the Huſband. The Wife, who is a Daughter of a Freeman of London, *and has Children by a former Husband, gives Part of her Fortune to her intended Husband for a Portion, and ſettles the Reſidue, Part to her Children, Part to be in her own Power. Variety of other Matters, as in the Margin.* N° 20.

THIS Indenture tripartite, made the fourth Day of *January Anno Domini* 1731. and in the fifth Year of the Reign, *&c.* between *Andrew Aſh* of the City of *Briſtol*, Eſq; and *Charles Aſh* of the ſame City, Merchant, eldeſt Son and Heir Apparent of the ſaid *Andrew Aſh*, of the firſt Part, *Daniel Dunch* and *Ezra Ellis*, both of *London*, Blackwell-hall Factors, and Executors of the laſt Will and Teſtament of *Francis Fry* late of the City of *London*, Mercer, deceaſed, of the ſecond Part, and *Gertrude Fry* of *Hayn* in the County of *Kent*, Widow and Relict of the ſaid *Francis Fry*, of the third Part. Whereas a Marriage is intended by the Grace of God ſhortly to be had and ſolemnized between the ſaid *Charles Aſh* and the ſaid *Gertrude Fry*. And whereas the ſaid *Gertrude Fry* is at preſent poſſeſſed of or intitled unto a conſiderable Perſonal Eſtate to the Amount or Value of 8000 *l.* or thereabouts, over and beſides the Jewels and Plate in the Schedule hereunto annexed mentioned. And whereas in Proſpect and Conſideration of the ſaid intended Marriage it hath been agreed upon by and between the ſaid *Andrew Aſh*, *Charles Aſh* and *Gertrude Fry*, in Manner following, that is to ſay, that the Sum of 4000 *l.* (Part of the ſaid preſent Eſtate and Fortune of the ſaid *Gertrude Fry)* ſhould upon or before the Solemnization of the ſaid intended Marriage be paid into the Hands of the ſaid *Charles Aſh*, to be by him employed and improved in Trade, or otherwiſe as he ſhall think fit, during his natural Life, and that from and after his Deceaſe the ſame 4000 *l.* ſhould be, go and remain, and be applied and diſpoſed of to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Manner, as are herein after in that Behalf covenanted and agreed upon; and that all the Reſt and Reſidue of the ſaid preſent Eſtate and Fortune of her the ſaid *Gertrude Fry*, together with her ſaid Jewels and Plate, and alſo ſuch further perſonal Eſtate as ſhall or may at any Time or Times after the Solemnization of the ſaid intended Marriage come or accrue to her the ſaid *Gertrude Fry*, or to the ſaid *Charles Aſh* her intended Huſband in her Right, by or from Mr. *Luke Lant* her Father, ſhould notwithſtanding the ſaid intended Marriage) be and remain to and for the ſole and ſeparate Uſe, and at the ſole and ſeparate Diſpoſal of her the ſaid *Gertrude Aſh*, in Manner herein after in that Behalf mentioned and agreed upon. And that the ſaid *Andrew Aſh* ſhould ſettle, ſurrender and aſſign the Freehold, Copyhold and Leaſehold Meſſuages, Lands and Hereditaments by him herein after conveyed, aſſigned, and covenanted to be ſurrendered reſpectively, to, for and upon the Uſes, Truſts and Purpoſes herein after expreſſed and declared of and concerning the ſame reſpectively; and ſhould alſo pay unto the ſaid *Charles Aſh* the Sum of 2000 *l.* on or before, or within the Space of three Calendar Months after the Solemnization of the ſaid intended Marriage. And that the ſaid *Charles Aſh* ſhould at the Time of his Deceaſe give or leave unto her the ſaid *Gertrude Fry*, in caſe ſhe ſhould him ſurvive, one full third Part of his perſonal Eſtate (over and above the aforeſaid Sum of 4000 *l.*) to and for her own Uſe and Benefit; and alſo one full third Part of all other his real Eſtate (over and above what is hereby ſettled and covenanted to be ſurrendered and hereby aſſigned reſpectively) for the Term of her natural Life: Now this Indenture witneſſeth, that in Conſideration of the ſaid intended Marriage, and in Purſuance of the ſaid recited Agreements, and for and in Conſideration of the Sum of 4000 *l.* of lawful Money of *Great Britain* (Part of the ſaid preſent Eſtate and Fortune of the ſaid *Gertrude Fry)* to the ſaid *Charles Aſh* in Hand paid by her the ſaid *Gertrude Fry*, at or before the Sealing and Delivery of theſe Preſents, the Receipt and Payment of which ſaid Sum of 4000 *l.* he the ſaid *Charles Aſh* doth

The Parties.

The intended Marriage recited, and that the Lady is poſſeſſed of a conſiderable Perſonal Eſtate.

And that the Huſband and his Father and ſhe have agreed that Part of it ſhould be paid to the Huſband, (after his Death to go as after mentioned) and the Reſidue, and her Jewels, *&c.* to be for her ſeparate Uſe.

And that his Father ſhould ſettle, *&c.* Freehold, Copyhold and Leaſehold, upon Truſts, *&c.* after, and pay the Huſband a Sum within a Time limited.

And that the Huſband ſhould leave the Wife (him ſurviving) a Third of his perſonal Eſtate, beſides the Part before mentioned, and a Third of his real Eſtate, for Life.

The Conſideration.

doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Gertrude Fry*, her Executors and Adminiſtrators, and every of them for ever by theſe Preſents; and for ſettling, conveying and aſſuring the Meſſuages, Buildings, Lands and Hereditaments herein after granted, releaſed and aſſigned, and covenanted to be ſurrendered reſpectively, with their Appurtenances, to, for and upon ſuch Uſes, Truſts, Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; and for and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Andrew Aſh* and *Charles Aſh* in Hand paid by the ſaid *Daniel Dunch* and *Ezra Ellis*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, they

The Grant, Releaſe, &c.

the ſaid *Andrew Aſh* and *Charles Aſh* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Daniel Dunch* and *Ezra Ellis*, their Heirs and Aſſigns, all thoſe ſeveral Meſſuages, Tenements or Dwelling-houſes, with the Buildings, Yards, Ground and Hereditaments thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate and being in the Pariſh of St. *Mary* in the ſaid City of *Briſtol*, and now or late in the ſeveral Tenures, Poſſeſſions or Occupations of *Noah North*, *Oliver Oſborn* and *Philip Penn*, or ſome of them, their or ſome of their Aſſigns, Leſſees or Under-Tenants, which ſaid Meſſuages and Premiſſes the ſaid *Andrew Aſh* purchaſed to him and his Heirs of and from the ſaid *Philip Penn* and *Richard Penn*, Gent. or one of them, by Indentures of Leaſe and Releaſe bearing Date reſpectively the ſeventh and eighth Days of *May* 1730. and alſo all thoſe Meſſuages or Tenements, with the Buildings, Yards, Ground and Hereditaments thereunto belonging or appertaining, or therewith uſed

General Words.

or enjoyed, ſituate and being in the [*Here follow more Parcels*] and alſo all Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Grounds, Ways, Waters, Water-courſes, Paths, Paſſages, Lights, Eaſements, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid ſeveral Meſſuages or Tenements, Ground, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof belonging or in any wiſe appertaining, or therewith or with any Part thereof

Bargain, &c. for a Year mentioned.

uſed or enjoyed (all which ſaid Meſſuages, Buildings, Lands, Grounds, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *Daniel Dunch* and *Ezra Ellis*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Andrew Aſh* and *Charles Aſh* for the Term of one whole Year, in Conſideration of 5*s.* to them paid by the ſaid *Daniel Dunch* and *Ezra Ellis*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of

General Words.

the Statute for transferring Uſes into Poſſeſſion made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Andrew Aſh* and *Charles Aſh*, and of each or either of them, of, in, to or out of the ſaid Meſſuages, Buildings, Lands, Grounds, Here-

Habendum, &c.

ditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages, Buildings, Lands, Grounds, Hereditaments, and all and ſingular other the Premiſſes herein before granted and releaſed, or mentioned ſo to be, with their Appurtenances, to and for ſuch Uſes and Purpoſes, upon ſuch

in Truſt as after, *viz.*

Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, to the Uſe and Behoof of the ſaid *Andrew Aſh* and his Heirs, until the ſaid intended

To the Father for Life;

Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then to the Uſe of the ſaid *Andrew Aſh* and his Aſſigns, for and during the Term of his natural Life; and from and after his Deceaſe, then to the Uſe and

then to the Son (the Huſband) for Life;

Behoof of the ſaid *Charles Aſh* and his Aſſigns, for and during the Term of his natural Life; And from and after the Determination of that Eſtate, then to the

then to the Truſtees, to preſerve, &c.

Uſe of the ſaid *Daniel Dunch* and *Ezra Ellis*, and their Heirs, during the Life of the ſaid *Charles Aſh*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; yet nevertheleſs to permit

permit and ſuffer the ſaid *Charles Aſh* and his Aſſigns during his Life to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; And from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Gertrude Fry* his intended Wife and her Aſſigns, for and during the Term of her natural Life; and from and after the ſeveral Deceaſes of them the ſaid *Andrew Aſh*, and *Charles Aſh* and *Gertrude* his intended Wife, and the Deceaſe of the Survivor of them, then to the Uſe and Behoof of all and every, or ſuch one or more of the Child or Children of the ſaid *Charles Aſh* on the Body of the ſaid *Gertrude* his intended Wife to be begotten, and for ſuch Eſtate and Eſtates, and in ſuch Parts, Shares and Proportions, Manner and Form, with or without Power of Revocation, as they the ſaid *Charles Aſh* and *Gertrude* his intended Wife, at any Time or Times during their Joint-Lives, by any Writing or Writings under both their Hands and Seals, executed in the Preſence of two or more credible Witneſſes, or as the Survivor of them, at any Time or Times during his or her Life, by any Writing or Writings under his or her Hand and Seal, executed in the Preſence of the like Number of Witneſſes, or by his or her laſt Will and Teſtament in Writing, to be by him or her ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, ſhall direct, limit or appoint. And in Default of ſuch Direction, Limitation and Appointment, or in Caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, to the Uſe and Behoof of all and every the Child and Children of the ſaid *Charles Aſh* on the Body of the ſaid *Gertrude* his intended Wife to be begotten, to be equally divided between them (if more than one) Share and Share alike, to take as Tenants in Common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Child and Children; and in Caſe one or more of ſuch Child or Children ſhall happen to die without Iſſue of his, her or their Body or Bodies, then as to the Share or Shares of him, her or them ſo dying without Iſſue, to the Uſe and Behoof of the Survivors or others of them, to be equally divided between them (if more than one) Share and Share alike, to take as Tenants in Common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Bodies of ſuch Survivors, or others of them. And in caſe all ſuch Children but one ſhall happen to die without Iſſue, or if there ſhall be but one ſuch Child, then to the Uſe and Behoof of ſuch ſurviving or only Child, and of the Heirs of his or her Body lawfully iſſuing; and for Default of all ſuch Iſſue, then to the Uſe and Behoof of the Right Heirs of the ſaid *Charles Aſh* for ever. And this Indenture further witneſſeth, that in Conſideration of the ſaid intended Marriage, and in further Purſuance of the ſaid recited Agreements, and for other the Conſiderations aforeſaid, the ſaid *Andrew Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Daniel Dunch* and *Ezra Ellis*, their Heirs, Executors and Adminiſtrators, that he the ſaid *Andrew Aſh*, or his Heirs, ſhall and will forthwith, or ſo ſoon as conveniently may be after the Solemnization of the ſaid intended Marriage, at his or their own proper Coſts and Charges, ſurrender, or cauſe to be ſurrendered into the Hands of the reſpective Lords of the ſeveral Manors next herein after mentioned, the ſeveral and reſpective Copyhold Meſſuages, Lands and Hereditaments of him the ſaid *Andrew Aſh* next herein after mentioned; that is to ſay, all and every the Copyhold Meſſuages, Lands and Hereditaments held of or lying within the Manor of *Raab* in the ſaid County of *Somerſet*, to which he the ſaid *Andrew Aſh* was admitted, to him and his Heirs, on the Surrender of *Titus Treby*, at a Court held for the ſaid Manor on the tenth Day of *Auguſt* now laſt paſt [*Here follow more Parcels*] To the Uſe and Behoof of him the ſaid *Andrew Aſh* and his Aſſigns, for and during the Term of his natural Life; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Charles Aſh* and his Aſſigns, for and during the Term of his natural Life; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Gertrude Fry* his intended Wife, and her Aſſigns, for and during the Term of her natural Life; and from and after the ſeveral Deceaſes of them the ſaid *Andrew Aſh*, and *Charles Aſh* and *Gertrude* his intended Wife, and the Deceaſe of the Survivor of them, then to the Uſe and Behoof of all and every or ſuch one or more of the Child or Children of the ſaid

then to the Wife for Life; then to the Child or Children of the Marriage, as Huſband and Wife, or the Survivor ſhall appoint.

In Default of Appointment, to the Children in Tail, as Tenants in Common,

with Croſs Remainders,

with Remainder to the right Heirs of the Huſband.

The Father covenants

to ſurrender Copyholds,

to his own Uſe for Life, then to the Huſband for Life, then to the Wife for Life;

then to the Children of the Marriage as the Husband and Wife, or the Survivor, ſhall appoint;

in Default of Appointment, then to the Children *ut ſupra* in caſe of the real Eſtate, or as near as may be;

Charles Aſh by the ſaid *Gertrude* his intended Wife, and for ſuch Eſtate or Eſtates, and in ſuch Parts, Shares and Proportions, Manner and Form, with or without Power of Revocation, as they the ſaid *Charles Aſh* and *Gertrude* his intended Wife by ſuch their Writing or Writings to be executed in Manner aforeſaid, or the Survivor of them, by ſuch, his or her Writing or Writings, or Laſt Will and Teſtament, to be reſpectively executed, ſigned, ſealed and publiſhed in Manner aforeſaid, ſhall direct, limit or appoint; and in Default of ſuch Direction, Limitation or Appointment, or in caſe any ſuch ſhall be, as and when the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, then to the Uſe and Behoof of the Child and Children of the ſaid *Charles Aſh* by the ſaid *Gertrude* his intended Wife, for ſuch and the like Eſtate and Eſtates, and in ſuch and the like Shares and Proportions, Manner and Form, and with ſuch and the like Benefit of Survivorſhip amongſt them as (in Default of ſuch Direction, Limitation and Appointment as aforeſaid) are herein before limited, expreſſed and declared of and concerning the ſaid herein before granted and releaſed Meſſuages, Lands, Hereditaments and Premiſſes; and for Default of all ſuch Iſſue, then to the Uſe and Behoof of the right Heirs of the ſaid *Charles Aſh* for ever. And whereas by Indenture dated the twelfth Day of *Auguſt* 1724, the Mayor, Sheriffs, Citizens and Commonalty of the ſaid City of *Briſtol*, for the Conſideration therein mentioned, did demiſe, leaſe and to Farm let unto the ſaid *Andrew Aſh*, his Executors and Adminiſtrators, all that Meſſuage or Tenement, with the Grounds and Appurtenances thereunto belonging, and then and now in the Occupation of him the ſaid *Andrew Aſh* or his Aſſigns, being Parcel of the Poſſeſſion of the late diſſolved Priory, commonly called the *White Friars* in *Briſtol*, as the ſame Meſſuage and Grounds are ſituate, lying and being in the Pariſh of St. *Auſtin* in the ſaid City of *Briſtol*, between the Yard called the *Great Yard* belonging to the ſaid diſſolved Priory on the Part of the North, and the common Highway or Street on the Part of the South abutting, as in the ſame Indenture is mentioned, together with the Chamber and Buildings over the Entry therein mentioned; and all that Parcel of Ground called by the Name of the *Great Yard*, lying and being on the South Side of *Bitton-hall* in the ſaid Pariſh of St. *Auſtin* in the ſame City, together with ſuch Ways, Paſſages, Drains, Liberties, Privileges, Advantages, Eaſements and Immunities as in the ſame Indenture are expreſſed, (except as therein is expreſſed) To hold to him the ſaid *Andrew Aſh*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *Michael* the Archangel then next enſuing the Date of the ſame Indenture, for the Term of ninety-nine Years, at and under the yearly Rent of 20 *l.* payable Half-yearly in Manner therein mentioned, as by the ſaid recited Indenture, Relation being thereunto had, may (among other Things) more fully appear: Now this Indenture farther witneſſeth, that in farther Purſuance of the ſaid recited Agreements, and in Conſideration of the ſaid intended Marriage, and for other the Conſiderations aforeſaid, and in Conſideration of 10 *s.* of like Money to the ſaid *Andrew Aſh* in Hand paid by the ſaid *Daniel Dunch* and *Ezra Ellis* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Andrew Aſh* hath granted, bargained, ſold and aſſigned, and by theſe Preſents doth grant, bargain, ſell and aſſign unto the ſaid *Daniel Dunch* and *Ezra Ellis*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuage, Chamber, Rooms, Grounds, and other the Premiſſes in and by the ſaid recited Indenture demiſed as aforeſaid, or mentioned or intended ſo to be, and all Meſſuages and Buildings thereupon, or upon any Part thereof erected and built, with their and every of their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Benefit of Renewal, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Andrew Aſh*, of, in, to or out of the ſame Premiſſes, every or any Part thereof, by Virtue of the ſaid recited Indenture, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Meſſuages, Buildings, Grounds, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Daniel Dunch* and *Ezra Ellis*, their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of ninety-nine Years therein, (ſubject to the Rent and Covenants in the ſaid recited Indenture of Leaſe

Remainder to the right Heirs of the Husband.

A Corporation Leaſe recited.

The Parcels.

Habendum to the Father, *&c.* for a Term, under a Rent.

The Conſideration.

The Aſſignment thereof by the Father to Truſtees.

Habendum

Leaſe reſerved and contained) upon the Truſts nevertheleſs; and for the Intents and Purpoſes, and ſubject to the Proviſoes and Agreements herein after expreſſed and declared of and concerning the ſame; that is to ſay, in Truſt for the ſaid *Andrew Aſh*, his Executors and Adminiſtrators, until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, in Truſt that the ſaid *Daniel Dunch* and *Ezra Ellis*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Andrew Aſh*, for ſo long Time of the ſaid Term of ninety-nine Years therein as he ſhall live, to receive and take the clear yearly Rents and Profits thereof to and for his own Uſe; and from and after his Deceaſe, then ſhall and do permit and ſuffer the ſaid *Charles Aſh*, for ſo long Time of the Term of ninety-nine Years as he ſhall live, to receive and take the clear yearly Rents and Profits thereof to and for his own Uſe; and from and after his Deceaſe, then ſhall and do permit and ſuffer the ſaid *Gertrude* his intended Wife, for ſo long Time of the ſaid Term of ninety-nine Years as ſhe ſhall live, to receive and take the clear Rents and Profits thereof to and for her own Uſe; and from and after the Deceaſe of the Survivor of them, the ſaid *Andrew Aſh*, and *Charles Aſh* and *Gertrude* his intended Wife, then as to all the ſaid Leaſehold Premiſſes for all the then Reſidue of the ſaid Term of ninety-nine Years therein, in Truſt for all and every the Child and Children of the ſaid *Charles Aſh* by the ſaid *Gertrude* his intended Wife, equally to be divided amongſt them (if more than one) Share and Share alike, at their reſpective Ages of twenty-one Years or Day of Marriage, which ſhall firſt happen; and in caſe one or more of them die before ſuch Age or Marriage, then as to the Share or Shares of him, her or them ſo dying, in Truſt for the Survivors or others of them, equally to be divided amongſt them (if more than one) Share and Share alike, at his, her or their reſpective Age or Ages of twenty-one Years or Day or Days of Marriage, which ſhall firſt happen; and in caſe all of them ſave one ſhall die before the ſaid Age of twenty-one Years or Marriage, or in caſe there ſhall be but one ſuch Child, then in Truſt for ſuch ſurviving or only Child at his or her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen; but in caſe there ſhall be no ſuch Child or Children, or being ſuch, all of them die before any of them attain the ſaid Age of twenty-one Years or Marriage, then and from thenceforth in Truſt for the ſaid *Charles Aſh*, his Executors and Adminiſtrators. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Andrew Aſh*, and *Charles Aſh* and *Gertrude* his intended Wife, as and when they ſhall reſpectively come into, and be in Poſſeſſion of or intitled to the Premiſſes reſpectively, or any Part thereof, by Virtue of the ſeveral Limitations and Truſts aforeſaid, or any of them, from Time to Time during their reſpective Lives, by Indenture under their reſpective Hands and Seals, to leaſe the ſame or any Part thereof to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, at the beſt and moſt improved yearly Rent that can be reaſonably got for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in Reſpect of ſuch Leaſe or Leaſes, ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and that in every ſuch Leaſe there be inſerted a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved; and that the Leſſee and Leſſees to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Andrew Aſh*, and *Charles Aſh* and *Gertrude* his intended Wife, or the Survivors or Survivor of them, with the Conſent and Approbation of the ſaid *Daniel Dunch* and *Ezra Ellis*, or the Survivor of them, his Executors or Adminiſtrators, or the Truſtee or Truſtees for the Time being for the Truſt-Monies and Eſtate herein after mentioned, or any Part thereof, teſtified in Writing under their or his Hands and Seals, or Hand and Seal, at any Time or Times hereafter, abſolutely to ſell and diſpoſe of all and every or any of the ſaid Freehold, Copyhold and Leaſehold Meſſuages, Buildings, Lands, Grounds, Hereditaments and Premiſſes, to any Perſon or Perſons whomſoever; and in order to ſuch Sale or Sales, by any Deed or Deeds, or Writing or Writings under the Hands and

upon Truſts,

the Father to take the Profits for Life,

then the Huſband to take the Profits for Life,

then the Wife to take the Profits for Life,

then in Truſt for the Children of the Marriage, equally, at twenty-one or Marriage, with Benefit of Survivorſhip.

If no ſuch Child, &c. in Truſt for the Huſband, &c.

LeaſingPower to the Father, Huſband and Wife, ſucceſſively, &c.

with Reſtrictions.

Power to ſell Lands, &c. with Conſent of the Truſtees;

and in order thereto, to revoke Uſes, &c.

and Seals of them the ſaid *Andrew Aſh*, and *Charles Aſh* and *Gertrude* his intended Wife, or the Survivors or Survivor of them, atteſted by two or more credible Witneſſes, and with ſuch Conſent and Approbation as aforeſaid, to revoke and make void all and every the Uſe and Uſes, Eſtate and Eſtates, Truſt and Truſts herein before mentioned, expreſſed or declared of and concerning the ſame Premiſſes reſpectively, every or any Part thereof, and to limit, declare, or appoint ſuch new or other Uſe or Uſes, Eſtate or Eſtates, or Truſt or Truſts thereof, or of any Part thereof, as ſhall be thought requiſite, in order to ſuch Sale or Sales as aforeſaid.

and to limit new.

The Money ariſing by Sale to be paid to Truſtees,

And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that all and every the Monies ariſing by ſuch Sale or Sales as aforeſaid, ſhall be paid and received by them the ſaid *Daniel Dunch* and *Ezra Ellis*, or the Survivor of them, his Executors or Adminiſtrators, or ſuch other Perſon or Perſons as ſhall be nominated or appointed to receive the ſame by them the ſaid *Andrew Aſh*, *Charles Aſh* and *Gertrude* his intended Wife, or the Survivors or Survivor of them, in Truſt to be by the Perſon or Perſons ſo receiving the ſame Monies, his or their Executors or Adminiſtrators, forthwith or as ſoon as conveniently may be, laid out and inveſted (with the Conſent and Approbation of them the ſaid *Andrew Aſh*, *Charles Aſh* and *Gertrude* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor) in the Purchaſe of Freehold Meſſuages, Lands or Hereditaments of an Eſtate of Inheritance in Fee-ſimple in Poſſeſſion, in *England*, free from Incumbrances, to be thereupon ſettled, conveyed and aſſured, to and for ſuch Uſes and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſo and Agreement, as are herein before limited, expreſſed and declared of and concerning the ſaid herein before granted and releaſed Meſſuages, Lands, Hereditaments and Premiſſes, or as near thereto as may be, and the Deaths of Perſons and other Contingencies will admit (this Proviſo for Sale and Revocation only excepted) any Thing herein before contained to the contrary notwithſtanding.

to be laid out (with Approbation) in a Purchaſe,

to be ſettled as the Lands, &c. *ſupra.*

The Father covenants for quiet Enjoyment,

And the ſaid *Andrew Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Daniel Dunch* and *Ezra Ellis*, their Heirs, Executors and Adminiſtrators, that all and every the ſaid Freehold, Copyhold and Leaſehold Meſſuages, Lands, Hereditaments and Premiſſes, ſhall or lawfully may at all Times hereafter remain, continue and be, to, for and upon the ſeveral Uſes, Truſts and Purpoſes, and ſubject to the Proviſoes and Agreements herein before expreſſed and declared of and concerning the ſame reſpectively; and ſhall and may be accordingly, peaceably and quietly had, held and enjoyed, without the Let, Suit or Interruption of or by him the ſaid *Andrew Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any others claiming or to claim any Eſtate, Right, Title or Intereſt, at Law or in Equity, of, in, to or out of the ſame Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs and indemnified, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Jointures, Dowers, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſame *Andrew Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any claiming, from by or under, or in Truſt for him or them (except the Rents and Covenants in the ſaid recited Leaſe reſerved and contained, and the Rents, Fines, Duties and Services to be paid, done and performed, for or in reſpect of the ſaid Copyhold Premiſſes.) And moreover, that he the ſaid *Andrew Aſh*, his Heirs, Executors and Adminiſtrators, and all others having or claiming, or to have or claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the aforeſaid Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, ſhall and will at any Time or Times hereafter, upon the Requeſt of the ſaid *Daniel Dunch* and *Ezra Ellis*, or the Survivor of them, his Heirs, Executors and Adminiſtrators, but at the Coſts and Charges of the ſaid *Andrew Aſh*, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe to be made, done and executed, all ſuch farther and other lawful Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the farther and better conveying, ſurrendering, aſſigning and aſſuring the ſaid Freehold, Copy-

free from Incumbrances;

and for farther Aſſurances.

hold and Leaſehold Premiſſes reſpectively, with their Appurtenances, to the Uſes, upon the Truſts, and ſubject to the Proviſoes and Agreements herein before expreſſed and declared of and concerning the ſame reſpectively, as by the ſaid *Daniel Dunch* and *Ezra Ellis*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, or their or either or any of their Counſel learned in the Law ſhall be adviſed, or deviſed and required. And farther, that the ſaid Freehold, Copyhold and Leaſehold Meſſuages, Lands, Hereditaments and Premiſſes, now are, and at the Time of the Deceaſe of him the ſaid *Andrew Aſh* ſhall be and continue (together and in the whole) to be let, of the full clear yearly Rent or Value of 200 *l.* of lawful Money of *Great Britain*, over and above all Outgoings and Reprizes (the publick Land-Tax only excepted.) And alſo that in Conſideration of the ſaid intended Marriage, he the ſaid *Andrew Aſh*, his Heirs, Executors or Adminiſtrators, ſhall and will on or before the Solemnization of the ſame Marriage, or within the Space of there Calendar Months then next enſuing, well and truly pay, or cauſe to be paid unto the ſaid *Charles Aſh*, the full Sum of 2000 *l.* of like Money, to and for his own Uſe and Benefit, and the better to enable him to carry on his Trade and Buſineſs, for the better Support of himſelf and Family. And this Indenture farther witneſſeth, that in Conſideration of the ſaid intended Marriage, and in farther Purſuance of the ſaid recited Agreements, and in Conſideration of 5 *s.* of like Money to the ſaid *Gertrude Fry* in Hand paid by the ſaid *Daniel Dunch* and *Ezra Ellis*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Gertrude Fry*, with the Privity and Conſent of the ſaid *Charles Aſh*, (teſtified by his being Party to, and his Sealing and Delivery of theſe Preſents) hath granted, aſſigned, transferred and ſet over, and by theſe Preſents doth grant, aſſign, transfer and ſet over unto the ſaid *Daniel Dunch* and *Ezra Ellis*, their Executors and Adminiſtrators, all and every the Jewels and Plate in the Schedule hereunto annexed mentioned, and alſo all and every the Ready Monies, Stocks and Securities for Money, Goods, Chattels, and all other the Reſt and Reſidue of the Perſonal Eſtate whatſoever and whereſoever of her the ſaid *Gertrude Fry*, whereof ſhe is now poſſeſſed, or whereto ſhe is now intitled at Law or in Equity, (except and over and above the ſaid Sum of 4000 *l.* herein before mentioned to be paid to the ſaid *Charles Aſh* as aforeſaid) and all the Benefit thereof; To have, hold, receive, take, perceive and enjoy the ſame, and every Part thereof, (except before excepted) unto the ſaid *Daniel Dunch* and *Ezra Ellis*, their Executors and Adminiſtrators, together with full Power, Licence and Authority to aſk, demand, ſue for, recover and receive the ſame, and every Part thereof: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; that is to ſay, in Truſt for the ſaid *Gertrude Fry*, her Executors and Adminiſtrators, until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then as to the ſaid Jewels and Plate, in Truſt that they the ſaid *Daniel Dunch* and *Ezra Ellis*, and the Survivor of them, his Executors and Adminiſtrators, ſhall and do permit and ſuffer the ſaid *Gertrude Fry* from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, to have, uſe, wear and enjoy the ſame, every or any of them, at her free Will and Pleaſure, as her ſeparate Eſtate, without the Controul or Intermeddling, or being any ways ſubject or liable to the Debts or Engagements of the ſaid *Charles Aſh* her intended Huſband, but only at the ſole and ſeparate Diſpoſal of her the ſaid *Gertrude*, as fully in all Reſpects, and to all Intents and Purpoſes, as if ſhe was ſole and unmarried. And as to the ſaid Ready Monies, Stocks and Securities for Monies, Goods, Chattels, and other the ſaid Perſonal Eſtate laſt herein before aſſigned as aforeſaid, (except the ſaid Jewels and Plate) in Truſt that they the ſaid *Daniel Dunch* and *Ezra Ellis*, and the Survivor of them, his Executors and Adminiſtrators, ſhall and do yearly and every Year, during the natural Life of the ſaid *Gertrude Fry*, pay, apply and diſpoſe of the clear yearly Intereſt and Produce thereof, as the ſame ſhall from Time to Time ariſe and be received, unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, as ſhe the ſaid *Gertrude*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, ſhall from Time to Time, by any Note or Writing under her Hand direct or appoint, to the Intent

And that the Premiſſes are of a certain yearly Value.

The Father covenants to pay his Son a Sum of Money.

The intended Wife, with the Huſband's Privity, aſſigns

to the Truſtees Jewels and Plate in a Schedule,

and other Perſonal Eſtate,

except the Sum paid to the Huſband,

(with Power to ſue)

upon Truſt,

after the Marriage, as to Jewels and Plate, to permit her to uſe the ſame,

as ſeparate Eſtate, not ſubject, &c. to her Huſband.

And as to the Money, Stocks, &c.

to pay the Profits to her Appointee,

that the ſame or any Part thereof may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts or Engagements of the ſaid *Charles Aſh* her intended Huſband, but only at the ſole ſeparate Diſpoſe, and for the ſeparate Uſe and Benefit of her the ſaid *Gertrude Fry*, as if ſhe was ſole and unmarried; and in Default of, and until ſuch Direction and Appointment, to the proper Hands of her the ſaid *Gertrude Fry*, or otherwiſe ſhall and do permit and ſuffer, and fully authorize her to receive and take the ſame to and for her own ſole and ſeparate Uſe and Benefit; and her Receipts alone under her Hand, without her ſaid intended Huſband, to be from Time to Time ſufficient Diſcharges to the Perſon or Perſons who ſhall ſo pay the ſame Intereſt and Produce, for ſo much thereof for which ſuch Receipt ſhall be given. And upon this further Truſt, that they the ſaid *Daniel Dunch* and *Ezra Ellis*, and the Survivor of them, his Executors and Adminiſtrators, ſhall and do aſſign, pay and diſpoſe of the Sum or Value of 2000 *l.* Part of the ſaid Monies, Stocks, Securities, and Perſonal Eſtate laſt herein before aſſigned as aforeſaid, every or any Part thereof, (other than and except the ſaid Jewels and Plate) unto and amongſt the four Children of her the ſaid *Gertrude Fry*, (by the ſaid *Francis Fry* her late Huſband) equally to be divided amongſt them, Share and Share alike, as and when they ſhall reſpectively attain the Age of twenty-one Years or be married, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid *Gertrude Fry*; but if in her Life-time, then in three Calendar Months next after her Deceaſe, and not before, unleſs with her Conſent in Writing under her Hand and Seal; and in caſe one or more of the ſame Children die before ſuch Age or Marriage, then the Share or Shares of him, her or them ſo dying, ſhall be, go and remain, and be paid unto and amongſt the Survivors and Survivor of them, equally to be divided amongſt them (if more than one ſuch Survivor) Share and Share alike, as and when his, her or their original Share or Shares of the ſame 2000 *l.* ſhall become payable, and the Intereſt and Produce thereof in the mean Time (from and after the Deceaſe of the ſaid *Gertrude Fry)* to go and be applied for and towards the Maintenance and Education of the ſame Children, or for the Increaſe of their Fortunes and Eſtates, as the ſaid Truſtees, or the Survivor of them, his Executors or Adminiſtrators ſhall think fit; and ſhall and do aſſign, pay, deliver and diſpoſe of all the ſaid Jewels and Plate, and all the Reſt and Reſidue of the ſaid Monies, Stocks, Securities, Goods, Chattels and Perſonal Eſtate laſt herein before aſſigned as aforeſaid, (over and above the ſaid Sum or Value of 2000 *l.*) together alſo with the ſaid Sum or Value of 2000 *l.* (in caſe all the ſaid Children of the ſaid *Gertrude Fry* die before any of them attain the ſaid Age of twenty-one Years or be married) unto ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Gertrude Fry* from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, ſhall direct, limit, give or appoint, of or concerning the ſame: And in Default of ſuch Direction, Limitation, Gift or Appointment, and as to ſuch Part or Parts of the ſame Premiſſes (other than and over and above the ſaid Sum or Value of 2000 *l.*) whereof no ſuch Direction, Limitation, Gift or Appointment ſhall be made, in Truſt for the ſaid four Children of the ſaid *Gertrude Fry* by the ſaid *Francis Fry* her late Huſband, equally to be divided amongſt them, Share and Share alike, as and when they ſhall reſpectively attain the ſaid Age of twenty-one Years or be married, which ſhall firſt happen, and to ſurvive amongſt the ſame Children, in caſe one or more of them die before ſuch Age or Marriage, in ſuch and the like Manner as is herein before directed with reſpect to the ſaid Sum or Value of 2000 *l.* and the Intereſt and Produce thereof in the mean Time (from and after the Deceaſe of the ſaid *Gertrude Fry)* to go and be applied for and toward the Maintenance and Education of the ſame Children, or for the Increaſe of their Fortunes and Eſtates, as the ſaid Truſtees, or the Survivor of them, his Executors or Adminiſtrators, ſhall think fit. Provided nevertheleſs, that in caſe all the ſaid four Children of her the ſaid *Gertrude Fry* ſhall happen to die before any of them attain the ſaid Age of twenty-one Years or be married; and

for her ſeparate Uſe.

In Default of Appointment, to her own Hands.

Her Receipts to be ſufficient.

And upon Truſt to pay a certain Sum out of it to her Children by a former Huſband,

with Survivorſhip among them.

The Intereſt to go for Maintenance, &c.

And to pay the Reſidue of her Perſonal Eſtate

to her Appointees, &c.

In Default of Appointment,

in Truſt for her Children by the former Huſband, at Twenty-one or Marriage, with Survivorſhip,

If all die, &c.

and in Default of ſuch Direction, Limitation, Gift or Appointment of her the ſaid *Gertrude Fry* as aforeſaid, then (as to all the ſaid ready Monies, Stocks, Securities, Jewels, Plate, and other the ſaid laſt herein before aſſigned Premiſſes, or ſuch Part or Parts thereof whereof no ſuch Direction, Limitation, Gift or Appointment ſhall be made as aforeſaid) in Truſt for all and every the Child and Children of the ſaid *Gertrude Fry* by the ſaid *Charles Aſh* her intended Huſband to be begotten, at ſuch and the like Times, and in ſuch and the like Shares and Proportions, and with ſuch and the like Benefit of Survivorſhip between and amongſt them, as are herein before mentioned and directed with reſpect to the ſaid four now Children of her the ſaid *Gertrude Fry*; and the Intereſt and Produce thereof in the mean Time from and after her Deceaſe and ſuch Failure of all her ſaid now Children as aforeſaid, to go and be applied for and towards the Maintenance and Education of the ſaid Child and Children of the ſaid *Gertrude Fry* by the ſaid *Charles Aſh* her intended Huſband to be begotten, or for the Increaſe of their Fortunes and Eſtates, as the ſaid Truſtees, or the Survivor of them, his Executors or Adminiſtrators, ſhall think fit. Provided alſo, that in caſe there ſhall be a total Failure of all the Children and Iſſue of her the ſaid *Gertrude Fry* before any of them attain the ſaid Age of twenty-one Years or be married, and in Default of ſuch Direction, Limitation, Gift or Appointment of her the ſaid *Gertrude Fry* as aforeſaid; then as to the ſaid Monies, Stocks, Securities, Jewels, Plate, and other the ſaid laſt herein before aſſigned Premiſſes, or the Reſidue and Remainder thereof, not by her diſpoſed of as aforeſaid, in Truſt for ſuch Perſon and Perſons as at the Time of the Deceaſe of the ſaid *Gertrude Fry* ſhould and would have been her next of Kin and legal Repreſentatives in caſe ſhe had been then ſole and unmarried. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Charles Aſh* and *Gertrude Fry* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of her the ſaid *Gertrude Fry*, at any Time or Times after the Solemnization of the ſaid intended Marriage, to ſtate and adjuſt with them the ſaid *Daniel Dunch* and *Ezra Ellis*, or the Survivor of them, his Executors or Adminiſtrators, or the Executors or Adminiſtrators of the ſaid *Francis Fry*, all Accounts now depending, or that ſhall be depending between them the ſaid Executors of the ſaid *Francis Fry* and her the ſaid *Gertrude Fry*, touching or in any wiſe concerning the Part, Share or Intereſt of her the ſaid *Gertrude Fry*, of, in, to or out of the Eſtate late of him the ſaid *Francis Fry*, or any Part thereof, and finally to ſettle and adjuſt the Ballance thereof coming, accruing, belonging or appertaining unto her the ſaid *Gertrude Fry*; and that when and ſo ſoon as the ſaid Accounts ſhall be ſo ſtated, ſettled and adjuſted as aforeſaid, the ſame ſhall be final, binding and concluſive unto them the ſaid *Charles Aſh* and *Gertrude* his intended Wife, and each of them, their and each and every of their Executors and Adminiſtrators, and to the Children and Iſſue of the ſaid intended Marriage, and to all and every other Perſon and Perſons whomſoever claiming and to claim, from, by or under, or in Truſt for them, or any of them; And the Accounts and the Reſt and Ballance thereof ſhall not at any Time or Times thenafter be ravelled into or called in Queſtion by any Perſon or Perſons whomſoever. And in Conſideration of the ſaid intended Marriage, and of the ſaid Sum of 4000 *l.* ſo paid to the ſaid *Charles Aſh* by the ſaid *Gertrude Fry* as aforeſaid, and in further Purſuance of the ſaid recited Agreements, the ſaid *Charles Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Daniel Dunch* and *Ezra Ellis*, their Executors and Adminiſtrators, in Manner following; that is to ſay, that the Heirs, Executors or Adminiſtrators of him the ſaid *Charles Aſh* ſhall and will within the Space of three Calendar Months next after his Deceaſe well and truly pay, or cauſe to be paid the full Sum of 4000 *l.* of lawful Money of *Great Britain*, unto ſuch Perſons, and for ſuch Purpoſes, and on ſuch Contingencies as are next hereinafter mentioned; that is to ſay, in caſe the ſaid *Gertrude Fry* ſhall be then living, and that there ſhall be no Child or Children or Iſſue of the ſaid intended Marriage then living, or in *Ventre ſa mere*, then the ſame 4000 *l.* ſhall be paid unto her the ſaid *Gertrude Fry*, her Executors and Adminiſtrators, to and for her and their own Uſe and Benefit; but in caſe the ſaid *Gertrude Fry* ſhall be then dead

then to the Children of this Marriage.

Intereſt to go for Maintenance

or Increaſe of Fortunes, &c.

If none attain twenty-one, or Marriage, and no Appointment, &c.

then to her next of Kin, &c.

Agreement that the Huſband and Wife may ſettle Accounts with the Executors of the former Huſband,

not to be after unravelled.

The Huſband further covenants with the Truſtees, that his Heirs, Executors, &c. ſhall pay a Sum after his Death;

if the Wife living, and no Child, a Sum to her, &c.

if ſhe dead and no Iſſue, then to her Appointee;

dead without Iſſue by him the ſaid *Charles Aſh* her intended Huſband then living, then the ſame 4000 *l.* ſhall be paid unto ſuch Perſon or Perſons as ſhall or may be intitled thereto by Virtue of or under any ſuch Writing or Writings, or laſt Will and Teſtament as ſhall or may have been made by her the ſaid *Gertrude Fry* in Manner and Form aforeſaid, and whereby ſhe may have directed, limited, given or appointed the ſame, or any Part thereof; and which the ſaid *Charles Aſh* doth hereby covenant, conſent, declare and agree, that (notwithſtanding her intended Coverture) ſhe ſhall and may have Power to make and do at her free Will and Pleaſure; and in Default of ſuch Direction, Limitation, Gift or Appointment, then and in the Caſe laſt mentioned, in Truſt for the then legal Repreſentatives and next of Kin of her the ſaid *Gertrude Fry*; but in caſe ſhe the ſaid *Gertrude*, and any Child or Children of the ſaid intended Marriage ſhall be living at the Time the ſaid 4000 *l.* ſhall become payable as aforeſaid, or born afterwards, or if ſhe be then dead, and that there be any ſuch Child or Children then living, then the ſame 4000 *l.* ſhall be paid into the Hands of them the ſaid *Daniel Dunch* and *Ezra Ellis*, or the Survivor of them, his Executors or Adminiſtrators, or of ſuch other Truſtee or Truſtees, as ſhall be for that Purpoſe nominated by her the ſaid *Gertrude Fry*, her Executors or Adminiſtrators, upon the Truſts and for the Purpoſes herein after mentioned concerning the ſame; that is to ſay, in Truſt to permit and ſuffer her the ſaid *Gertrude Fry* and her Aſſigns, during her Life, to receive and take the clear yearly Intereſt and Produce thereof, as the ſame ſhall from Time to Time ariſe and be received, to and for her and their own Uſe and Benefit; and from and after her Deceaſe, in Truſt to pay, apply and diſpoſe of the ſame 4000 *l.* unto and amongſt all and every the Children of the ſaid *Gertrude Fry* by the ſaid *Charles Aſh* her intended Huſband to be begotten, to be equally divided amongſt them (if more than one) Share and Share alike, as and when they ſhall reſpectively attain the Age of twenty-one Years or be married, which ſhall firſt happen; and in Caſe one or more of the ſame Children ſhall happen to die before ſuch Age or Marriage, then as to the Share or Shares of him, her or them ſo dying, in Truſt for the Survivors or Survivor of them, equally to be divided amongſt them (if more than one) Share and Share alike, as and when they ſhall reſpectively attain the ſaid Age of twenty-one Years or be married; and in caſe there ſhall be but one ſuch Child, or being more ſuch Children than one, and that all of them ſave one ſhall happen to die before any of them ſhall attain the ſaid Age of twenty-one Years or be married, then in Truſt for ſuch ſurviving or only Child as and when he or ſhe ſhall attain the ſaid Age of twenty-one Years or be married; and the yearly Intereſt and Produce thereof in the mean Time to go and be applied for and towards their reſpective Maintenance and Education. Provided nevertheleſs, that in caſe all the ſame Children ſhall happen to die before any of them ſhall attain the ſaid Age of twenty-one Years or be married, then the ſame 4000 *l.* and the yearly Intereſt and Produce thereof from thenceforth to ariſe and be received, ſhall be, go and remain unto the ſaid *Gertrude Fry* if then living, but if then dead, then unto ſuch Perſon or Perſons as ſhould or would have been intitled thereto, by Virtue of theſe Preſents, and the Agreements herein before contained in caſe no ſuch Child or Children as are laſt herein before mentioned had ever been born, or *in eſſe*. And further, that in caſe (after the ſaid intended Marriage had and ſolemnized) he the ſaid *Charles Aſh* ſhall happen to die leaving the ſaid *Gertrude* his intended Wife his Widow, then and in ſuch caſe he the ſaid *Charles Aſh* ſhall and will by his laſt Will and Teſtament, or otherwiſe at the Time of his Deceaſe, give or leave one full third Part of all his Goods, Chattels and Perſonal Eſtate whereof he ſhall be then poſſeſſed, or whereto he ſhall be then intitled, over and above the ſaid Sum of 4000 *l.* by him herein before covenanted to be paid as aforeſaid, and over and above what ſhall be ſufficient for the Payment of his juſt Debts and Funeral Expences, unto her the ſaid *Gertrude Fry*, her Executors and Adminiſtrators, to and for her and their own abſolute Uſe and Benefit; and alſo one full third Part of all and every the Freehold and Copyhold Meſſuages, Lands and Hereditaments of him the ſaid *Charles Aſh*, whereof he ſhall be then ſeiſed, or whereto he ſhall be then intitled at Law or in Equity (over and above the Meſſuages, Lands and Hereditaments, whereunto the ſaid *Gertrude Fry* may be intitled by Virtue of or under theſe Preſents) unto and for

If no ſuch Appointment, to her next of Kin, if ſhe and any Child, &c. living, or ſhe dead and Child living,

ſhe to receive the Intereſt,

and then among the Children,

at twenty-one or Marriage,

with Survivorſhip.

If all die, &c.

then to her, &c.

And that if ſhe ſurvives,

he will leave her a Third of his Perſonal Eſtate,

and of Freeholds and Copyholds

the Uſe and Benefit of her the ſaid *Gertrude Fry* and her Aſſigns, for and during the Term of her natural Life. And in Conſideration of the ſaid intended Marriage, and for other the Conſiderations aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *Charles Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, grant and agree to and with the ſaid *Daniel Dunch* and *Ezra Ellis*, their Executors and Adminiſtrators, that whatever Sum or Sums of Money, or Perſonal Eſtate, ſhall at any Times or Time after the Solemnization of the ſaid intended Marriage come or accrue to the ſaid *Gertrude Fry*, or to the ſaid *Charles Aſh* her intended Huſband in her Right, by or from the ſaid *Luke Lant*, her Father, by Virtue of his Laſt Will and Teſtament, or the Cuſtom of the City of *London*, or otherwiſe, ſhall upon the Receipt and Payment thereof be paid into the Hands of them the ſaid *Daniel Dunch* and *Ezra Ellis*, or the Survivor of them, his Executors or Adminiſtrators, or of ſuch other Truſtee or Truſtees as ſhall be for that Purpoſe nominated by her the ſaid *Gertrude Fry*, her Executors or Adminiſtrators, upon the Truſts, and for the Purpoſes herein after mentioned concerning the ſame; that is to ſay, in Truſt as to both the Principal and the yearly Intereſt and Produce thereof (as the ſame ſhall from Time to Time ariſe and be received) for the ſole and ſeparate Uſe and Benefit of her the ſaid *Gertrude Fry*, and to be from Time to Time at her own ſole and ſeparate Diſpoſe, (notwithſtanding her ſaid intended Coverture, and whether ſhe ſhall be ſole or married) in ſuch and the like Manner and Sort, and as fully and effectually in all Reſpects, and to all Intents and Purpoſes, as are herein before mentioned, expreſſed and declared of and concerning the ſaid Reſt and Reſidue of the ſaid herein before aſſigned ready Monies, Stocks, Securities and Perſonal Eſtate of her the ſaid *Gertrude*, over and above the ſaid Sum or Value of 2000 *l.* or as near thereto as may be. And in Caſe the ſaid *Gertrude Fry* ſhall make no Direction, Limitation, Gift or Appointment of the ſaid Monies or Perſonal Eſtate coming or accruing, or to come or accrue by or from her ſaid Father as aforeſaid, either by her Writing or Writings, or Laſt Will and Teſtament, or Writing purporting her Laſt Will and Teſtament as aforeſaid; and as to ſuch Part or Parts thereof whereof ſhe ſhall make no ſuch Direction, Limitation, Gift or Appointment as aforeſaid, in Truſt for all and every the Children of her the ſaid *Gertrude Fry* now living and hereafter to be born, equally to be divided between and amongſt them Share and Share alike, as and when they ſhall reſpectively attain the Age of twenty-one Years or be married, which ſhall firſt happen; and in Caſe one or more of the ſaid Children ſhall die before ſuch Age or Marriage, then as to his, her or their Share or Shares, in Truſt for the Survivors and Survivor, and others and other of them, equally to be divided between and amongſt them Share and Share alike, as and when he, ſhe or they ſhall reſpectively attain the ſaid Age of twenty-one years or be married. And in Caſe all the ſaid Children but one ſhall die before the ſaid Age of twenty-one Years or Marriage, then in Truſt for ſuch only ſurviving Child at his or her ſaid Age of twenty-one Years or Marriage; and the Intereſts and Produce thereof in the mean Time from and after the Deceaſe of the ſaid *Gertrude Fry* to go and be applied for and towards the Maintenance and Education of the ſame Child or Children, or for the Increaſe of his, her or their Fortunes and Eſtates, as the Truſtees for the Time being for the ſame Premiſſes ſhall think fit; ſo always nevertheleſs, that the ſaid *Charles Aſh*, ſhall and may during his natural Life have and receive to his own Uſe the yearly Intereſt and Produce of ſo much and ſuch Part of the ſaid laſt mentioned Monies and Perſonal Eſtate as ſhall for the Time being, by Virtue of theſe Preſents belong or appertain to the Child or Children of the ſaid *Gertrude Fry* by him the ſaid *Charles Aſh*, as his, her or their Share or Shares of the ſame Monies and Perſonal Eſtate. Provided nevertheleſs, that in Caſe there ſhall be a total Failure of Children and Iſſue of her the ſaid *Gertrude Fry* before any of them attain the ſaid Age of twenty-one Years or be married; and in Default of ſuch Direction, Limitation, Gift or Appointment of her the ſaid *Gertrude Fry* as aforeſaid, then and from thenceforth as to the ſaid laſt mentioned Monies and Perſonal Eſtate, in Truſt for ſuch Perſon and Perſons as for the Time being ſhould and would have been her next of Kin and legal Repreſentatives in Caſe ſhe had died ſole and unmarried. Provided always nevertheleſs, and it is hereby declared and agreed by and between

for her Life,

and that what accrues from the Eſtate of her Father

ſhall be paid to Truſtees,

in Truſt for the ſeparate Uſe of the Wife, as the Reſidue

of her Perſonal Eſtate *ſupra*,

and if ſhe make no Appointment, *&c.*

in Truſt for her Children at twenty-one or Marriage,

with Beneſit of Survivorſhip.

Intereſt how to be applied.

The Huſband, during Life, to receive the Intereſt;

if no ſuch Child,

nor Appointment,

then to her next of Kin.

Provision for the Wife's filling up the Number of Truſtees.

all the ſaid Parties to theſe Preſents, that in Caſe the ſaid *Daniel Dunch* and *Ezra Ellis*, or either of them, ſhall die, or be deſirous to be diſcharged of the Truſts hereby in them repoſed, or any of them as aforeſaid, before the ſame Truſts be fully performed, then and in ſuch Caſe, and when and ſo ſoon, and as often as the ſame ſhall happen, it ſhall and may be lawful to and for the ſaid *Gertrude Fry*, her Executors or Adminiſtrators, by any Writing or Writings under her or their Hand and Seal, or Hands and Seals, atteſted by two or more credible Witneſſes, to nominate, ſubſtitute or appoint any other Perſon or Perſons to be Truſtee or Truſtees for the Purpoſes aforeſaid, or any of them, in the Place and Stead of them or him ſo dying or being deſirous to be diſcharged as aforeſaid, and ſo from Time to Time, and as often as there ſhall be Occaſion to nominate, ſubſtitute or appoint any Perſon or Perſons to be a Truſtee or Truſtees in Manner and for the Purpoſes aforeſaid, or any of them, in the Place and Stead of the ſaid Preſent, or any ſucceeding or other Truſtee or Truſtees who ſhall ſo die, or be deſirous to be diſcharged as aforeſaid; and that when and ſo often as any new Truſtee or Truſtees ſhall be nominated or appointed as aforeſaid, all the then Reſidue of the ſaid Truſt-Monies, Stocks, Securities, and other the ſaid preſent Perſonal Eſtate of the ſaid *Gertrude Fry*, and which may come and accrue by or from the ſaid *Luke Lant* her Father as aforeſaid; and the Monies ariſing by Sale of the ſaid Freehold, Copyhold and Leaſehold Premiſſes, or any Part thereof, in Caſe the ſame be ſold, until the ſame be again laid out in ſuch Purchaſe or Purchaſes as aforeſaid, and the Securities for the ſame Monies and Truſt-Premiſſes, every or any Part thereof; and all Stocks or Funds in which the ſame or any Part thereof ſhall be then inveſted, or ſo much and ſuch Part and Parts thereof whereof ſuch Truſtee or Truſtees ſhall be deſirous to be diſcharged as aforeſaid, ſhall be thereupon with all convenient Speed aſſigned and transferred, ſo and in ſuch Sort as that the ſame ſhall be legally and effectually veſted in the ſurviving or continuing former Truſtee or Truſtees, and ſuch new Truſtee or Truſtees, upon the Truſt aforeſaid; and that every ſuch new Truſtee or Truſtees ſhall and may in all Things act and aſſiſt in the Management, Carrying on and Execution of the Truſts aforeſaid, every or any of them, as fully and effectually in all Reſpects, and to all Intents and Purpoſes, as if he or they had been originally in and by theſe Preſents nominated and appointed a Truſtee or Truſtees for the Purpoſes aforeſaid, or ſuch of them for which he ſhall be nominated or appointed a Truſtee or Truſtees. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the Truſtees for the Time being for the ſaid Truſt-Monies and Premiſſes, reſpectively to manage and improve the ſame for the Benefit of the ſaid *Gertrude Fry*, and other the Perſon or Perſons who for the Time being ſhall be intereſted therein, and for that Purpoſe from Time to Time, with the Conſent and Approbation of the ſaid *Gertrude Fry*, her Executors or Adminiſtrators, to lend and place out the ſame, or any Part thereof, upon any public or private Security or Securities at Intereſt, or in the Purchaſe of Stocks in any of the publick Companies or Funds, upon the Truſts aforeſaid; and ſo from Time to Time, to call in ſuch Monies ſo lent or placed out on Securities as aforeſaid, or to ſell or diſpoſe of the preſent Stocks of her the ſaid *Gertrude Fry*, or ſuch Stocks ſo to be purchaſed as aforeſaid, or any Part thereof, and again to lend, place out and inveſt the ſame, or any Part thereof, in Manner aforeſaid, as often as they ſhall think fit, with ſuch Conſent as aforeſaid, and upon the Truſts aforeſaid. And further, that the ſaid Truſtees or any of them, their or any of their Executors or Adminiſtrators, ſhall not be charged with, or chargeable or accountable for any more Monies than they reſpectively ſhall actually receive by Virtue of theſe Preſents, and the Truſts aforeſaid; nor with or for any Loſs which ſhall happen of the ſaid Truſt-Monies and Premiſſes, or any Part thereof, ſo as the ſame happen without their willful Default; nor the one of them for the other or others of them, or for the Acts, Deeds, Receipts, Payments or Diſburſements the one of the other or others, but each of them only for his own Acts, Deeds, Receipts, Payments and Diſburſements. And alſo, that it ſhall and may be lawful to and for the ſame Truſtees, and each of them, their and each of their Executors and Adminiſtrators, in the firſt Place, by and out of the ſaid Truſt-Premiſſes to deduct

The Truſt-Eſtate to be veſted in the new Set of Truſtees.

The Truſtees to manage the Eſtate,

with Conſent of the Wife.

Truſtees not to be accountable for more than they receive, nor for Loſs without wilful Default, nor for each other.

They may reimburſe themſelves, &c.

duct and reimburſe him and themſelves reſpectively, all ſuch Loſs, Coſts, Charges and Expences, as they or any of them ſhall be put unto or ſuſtain, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. And laſtly, the ſaid *Charles Aſh* doth hereby for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Daniel Dunch* and *Ezra Ellis*, their Executors and Adminiſtrators, that he the ſaid *Charles Aſh* hath not become bound with, or as Bail or Security for any Perſon or Perſons whatſoever; and that he ſhall not nor will at any Time or Times hereafter, without the Conſent and Approbation of the ſaid *Daniel Dunch* and *Ezra Ellis*, or the Survivor of them, his Executors or Adminiſtrators, teſtified in Writing under his or their Hand or Hands, become bound with, or as Bail or Security for any Perſon or Perſons whomſoever, or enter into, or acknowledge or confeſs any Recognizance, Statute, Judgment or Bond, or make or give any Mortgage or Security for any Sum or Sums of Money, Debt or Duty, with or for or on Account of any Perſon or Perſons whomſoever, other than and except only for the Security and Payment of the ſole and proper juſt Debts of him the ſaid *Charles Aſh*, and which ſhall be by himſelf and on his own Account only contracted, due or owing. In witneſs, *&c.*

The Huſband covenants that he is not bound, *&c.*

nor will, without Conſent, *&c.*

A Marriage Settlement of great Variety, and containing ſeveral uncommon Deſignations. The Brother and Grandmother of the Huſband join in it: She ſettles a Jointure on the Wife, determinable on Failure of Iſſue Male of this Marriage; and the Huſband ſettles a Jointure, to take Place on Failure of the foregoing. There is a Proviſion for Pin-Money, to be increaſed upon a Contingency. The Wife's Portion and South-Sea *Annuities of the Husband are to be ſettled in the Hands of Truſtees, for raiſing Portions and Maintenances for younger Children. See the Margin throughout.* N° 21.

THIS Indenture of five Parts, made the twelfth Day of *March* in the Year of our Lord 1732, and in the ſixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, &c. between the moſt Noble *Anne* Ducheſs Dowager of *Andale* of the firſt Part, the moſt Noble *Benjamin* Duke of *Andale*, Grandſon of the ſaid Ducheſs Dowager, and ſurviving Grandſon and Heir of *Cæſar* Earl of *Crinton* deceaſed, and ſurviving eldeſt Son and Heir of the Right Honourable *Benjamin* late Earl of *Crinton* by the Right Honourable *Delia* late Counteſs of *Crinton* his late Wife, (both alſo deceaſed) and alſo Brother and Heir of the Right Honourable *Cæſar* late Earl of *Crinton*, (alſo deceaſed) who whilſt living was eldeſt Son and Heir of the ſaid *Benjamin* late Earl of *Crinton*, by the ſaid *Delia* late Counteſs of *Crinton*, and the Honourable *Daniel D'Eſte*, Eſq; Grandſon of the ſaid Ducheſs Dowager of *Andale*, and only ſurviving Brother of the ſaid *Benjamin* Duke of *Andale*, of the ſecond Part, the Right Honourable *Edward* Earl of *Enden* and *Finchley*, and *George Gore* of *Gand* in the County of *Middleſex*, Eſq; of the third Part, *Henry Hill* of the Pariſh of St. *Anne Weſtminſter*, Eſq; and Lieutenant Colonel *James Jennings* of *Judd* in the County of *Kent*, Eſq; of the fourth Part, and the Right Honourable *Lewis* Lord *Lewſton*, and the Honourable *Maria Lewſton*, one of the Daughters of the ſaid *Lewis* Lord *Lewſton*, of the fifth Part. Whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the thirtieth and thirty-firſt Days of *December* laſt paſt before the Date of theſe Preſents, and Fine thereupon levied, the ſaid *Benjamin* Duke *Andale*, in Obedience to and compliance with a certain Proviſo and Condition in that Behalf contained in the Laſt Will and Teſtament of the moſt Noble *Daniel* late Duke of *Andale* his late Grandfather deceaſed, and for the Conſiderations in the ſame Indentures mentioned and expreſſed, did grant, convey and aſſure unto, and to the Uſe of the ſaid *Daniel D'Eſte*, and the Heirs Male of his Body

The Parties.

Recital of a Settlement by the elder Brother upon the intended Huſband purſuant to the Will of their maternal Grandfather.

Body lawfully to be begotten, all and every the Manors, Rectories, Meſſuages, Lands, Tenements, Tithes and Hereditaments in the ſeveral Counties of *Oxford*, *Rutland* and *Somerſet*, which are by them the ſaid *Benjamin* Duke of *Andale* and *Daniel D'Eſte* herein after granted, ſettled and conveyed, or mentioned ſo to be, with their Appurtenances (but ſubject to the Jointure and Eſtate for Life of *Thomaſin* Counteſs Dowager of *Crinton*, Widow and Relict of the ſaid *Benjamin* late Earl of *Crinton*, and now Wife of *Vincent Vere*, Eſq; and of and in divers Parts and Parcels of the ſame Premiſſes, and alſo ſubject to the Mortgages and Terms for Years herein after mentioned, which Mortgages are ſince paid off and diſcharged by the ſaid *Daniel D'Eſte*, and the ſaid Terms for Years are aſſigned or intended to be forthwith aſſigned, in Truſt and for the Purpoſes, and in Manner herein after in that Behalf mentioned.) And whereas notwithſtanding the ſaid recited Conveyance (and ſubject as aforeſaid) the ſaid *Benjamin* Duke of *Andale* yet is and ſtands ſeiſed and intitled to him and his Heirs, of, in and to the Reverſion or Remainder and Inheritance in Fee-ſimple of and in all the ſaid Manors, Rectories, Meſſuages, Lands, Tenements, Tithes and Hereditaments, with their Appurtenances (expectant on the Determination of the ſaid Eſtate in Tail Male of the ſaid *Daniel D'Eſte* of and in the ſame Premiſſes, and in Caſe he ſhall happen to die without Iſſue Male of his Body.) And whereas a Marriage is intended by the Grace of God to be ſhortly had and ſolemnized between the ſaid *Daniel D'Eſte* and the ſaid *Maria Lewſton*. And whereas upon the Treaty for the ſaid intended Marriage, and in Proſpect and Conſideration of the ſame, the ſeveral Parties next herein after named did conclude amongſt themſelves and come to the ſeveral Agreements following, (that is to ſay) the ſaid *Lewis* Lord *Lewſton* did agree to advance and give with the ſaid *Maria Lewſton* his Daughter the Sum of 10000 *l.* of lawful Money of *Great Britain*, as and for her Marriage-Portion, to be paid into the Hands of the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, upon the Truſts, and for the Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame; and the ſaid *Daniel D'Eſte* did agree to transfer, or cauſe or procure to be transferred, unto the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, 10000 *l. South-Sea* Annuities or Annuity-Stock, upon the Truſts and for the Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame; and the ſaid *Anne* Ducheſs Dowager of *Andale* did agree to ſettle and aſſure unto and upon the ſaid *Maria Lewſton* for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, one Annuity or Rent-Charge of 2000 *l.* of lawful Money of *Great Britain*, free of all Deductions to be charged upon, and iſſuing and payable out of the ſeveral Manors, Meſſuages, Lands and Hereditaments of the ſaid Ducheſs Dowager of *Andale*, which are by her herein after granted and releaſed, or mentioned ſo to be (the ſame Annuity or yearly Rent-charge to commence and take Effect from and immediately after the Deceaſe of the ſaid *Daniel D'Eſte*, in Caſe after the ſaid intended Marriage had the ſaid *Maria Lewſton* his intended Wife ſhall him ſurvive, and that there ſhall be any Son or Sons, or Iſſue Male between them to be begotten living at the Time of his Deceaſe, or born alive in due Time afterwards; and to be paid and payable unto her the ſaid *Maria Lewſton*, or her Aſſigns, by equal Half-yearly Payments, for ſo long Time as ſhe, and any Son or Sons or Iſſue Male of the ſaid intended Marriage ſhall happen jointly to live;) and the ſaid *Benjamin* Duke of *Andale* did agree to quit and depart with his ſaid Reverſion, Remainder and Inheritance in Fee-ſimple (expectant on the Determination of the ſaid Eſtate in Tail Male of the ſaid *Daniel D'Eſte*) of and in all and every the ſaid Manors, Rectories, Meſſuages, Lands, Tenements, Tithes and Hereditaments, comprized in the ſaid recited Indentures of Leaſe and Releaſe of the ſaid thirtieth and thirty-firſt Days of *December* now laſt paſt, with their Appurtenances; and for that End and Purpoſe he the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte* his Brother, did agree to join together in theſe Preſents, and in the Conveyance and Settlement by them herein after made, or mentioned ſo to be, and in the Fine or Fines by them herein after covenanted and agreed to be levied; in order thereby effectually to bar and deſtroy the ſaid Eſtate in Tail Male of him the ſaid *Daniel D'Eſte*, and the ſaid Reverſion or Remainder in Fee-ſimple of him the ſaid *Benjamin* Duke

And that the elder Brother is ſtill ſeiſed of the Reverſion in Fee.

The intended Marriage recited,

and Agreements upon the Treaty for this Marriage,

as to the Portion to be paid to Truſtees, upon Truſts after;

and the Huſband to tranſfer South Sea Annuities to them, upon Truſts after.

And the Huſband's Grandmother agreed to ſettle Lands upon the Wife for Jointure, in Bar of Dower,

ſhe ſurviving her Huſband, and Iſſue Male betweenthem;

and the elder Brother agreed to part with his Reverſion in Fee;

and for that Purpoſe the Brothers to join in this Settlement and Fines, &c.

of *Andale*, thereupon expectant or depending, of and in the ſame Manors, Rectories, Meſſuages, Lands, Tenements, Tithes and Hereditaments, every or any Part thereof; and to ſettle, convey, limit and aſſure all the ſame Manors, Rectories, Meſſuages, Lands, Tenements, Tithes and Hereditaments, with their Appurtenances, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; and the ſaid *Daniel D'Eſte* did agree to charge and ſubject the ſame Premiſſes with and to the Payment thereout of one Annuity or yearly Sum of 400 *l.* free of all Deductions, unto or for the ſole and ſeparate Uſe and Benefit of the ſaid *Maria Lewſton* his intended Wife, for and during their joint Lives, in Manner herein after in that Behalf mentioned; and from and after any Augmentation or Increaſe ſhould happen to the Eſtate and Fortune of him the ſaid *Daniel D'Eſte*, then and from thenceforth to augment and make up the ſaid Annuity or yearly Sum of 400 *l.* to the full yearly Sum of 800 *l.* for the ſole and ſeparate Uſe and Benefit of the ſaid *Maria Lewſton* his intended Wife, for and during the joint Lives as aforeſaid. And further, that in Caſe (after the ſaid intended Marriage had) the ſaid *Maria Lewſton* ſhould happen to ſurvive and overlive the ſaid *Daniel D'Eſte* her intended Huſband, and that there ſhould happen to be a total Failure of all Sons and Iſſue Male between them at any Time during her natural Life, whereby the ſaid Annuity or yearly Rent-charge of 2000 *l.* to be ſettled by the ſaid Ducheſs Dowager of *Andale* upon the ſaid *Maria Lewſton* for her Jointure, upon the Contingency aforeſaid, ſhould ceaſe and determine; then and from thenceforth all and every the ſaid laſt mentioned Manors, Rectories, Meſſuages, Lands, Tenements, Tithes and Hereditaments, with their Appurtenances, ſhould be charged and chargeable with, and made ſubject and liable to the Payment thereout of the like Annuity or yearly Rent-charge of 2000 *l.* as aforeſaid, unto her the ſaid *Maria Lewſton* or her Aſſigns for her Life, for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, in Manner herein after in that Behalf mentioned. And whereas the ſaid *Lewis* Lord *Lewſton*, with the Privity and Conſent of the ſaid *Daniel D'Eſte*, and in Purſuance and Performance of the ſaid recited Agreement on his Part, hath actually paid the ſaid Sum of 10000 *l.* as and for the Marriage Portion of the ſaid *Maria Lewſton* his Daughter, unto the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, upon the Truſts herein after mentioned concerning the ſame, the Receipt and Payment whereof accordingly they do hereby own and acknowledge, and of and from the Payment of which ſaid Sum of 10000 *l.* accordingly he the ſaid *Daniel D'Eſte* doth hereby acquit, releaſe and diſcharge the ſaid *Lewis* Lord *Lewſton*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents. And whereas the ſaid *Anne* Ducheſs Dowager of *Andale*, at the Requeſt and by the Direction of the ſaid *Daniel D'Eſte*, and in Purſuance and Part of Performance of the ſaid recited Agreement on his Part, hath actually transferred, or procured to be transferred 10000 *l.* old *South-Sea* Annuities or Annuity-Stock, Part of the ſaid *Daniel D'Eſte*'s old *South-Sea* Annuities, which was ſtanding in her Name in the ſaid Books of the *South-Sea* Company in Truſt for him, into the joint Names of the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, upon the Truſts herein after mentioned concerning the ſame, as by the ſaid Books may appear, and as they the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, do hereby own and acknowledge: Now this Indenture witneſſeth, that for and in Conſideration of the ſaid intended Marriage, and of the ſaid Sum of 10000 *l.* ſo paid by the ſaid *Lewis* Lord *Lewſton* as aforeſaid, as and for the Marriage Portion of the ſaid *Maria Lewſton* his Daughter as aforeſaid, and in Conſideration of the natural Love and Affection which the ſaid *Anne* Ducheſs of *Andale* hath and beareth unto the ſaid *Daniel D'Eſte* her Grandſon, and for his better Advancement and Preferment on his ſaid intended Marriage, and in Purſuance and Performance of the ſaid recited Agreement on the Part of the ſaid Ducheſs Dowager of *Andale*, and for providing and ſettling a competent Jointure and Proviſion of Maintenance by way of Rent-charge out of the Manors, Lands and Hereditaments firſt herein after granted and releaſed, upon and for the ſaid *Maria Lewſton*, in Caſe (after the ſaid intended Marriage had) ſhe ſhall happen to ſurvive and overlive the ſaid *Daniel D'Eſte* her intended Huſband;

and to ſettle the Lands as after.

And the Huſband agreed to charge Pin-money,

and to increaſe the ſame upon a Contingency.

And if ſhe ſurvive without Iſſue Male of this Marriage,

his Lands ſhall be liable to a Jointure, in Bar of Dower.

And that the Lady's Father, with Privity of the Huſband, has paid the Portion to the Truſtees.

And that the Grandmother of the Huſband, at his Requeſt, has transferred South-Sea Annuities, which were in her Name, in Truſt for him.

The Conſiderations.

the ſame to continue payable to her the ſaid *Maria Lewſton* or her Aſſigns, for ſo long Time as ſhe, or any Son or Sons or any Iſſue Male of the ſaid intended Marriage ſhall jointly happen to ſurvive and overlive him the ſaid *Daniel D'Eſte*; and for and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Anne* Ducheſs Dowager of *Andale* in Hand paid by the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, at or before the Enſealing of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Anne* Ducheſs Dowager of *Andale* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Heirs and Aſſigns, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Vam*, with the Rights, Royalties, Members and Appurtenances thereof in the ſaid County of *Somerſet*; and all that Capital Meſſuage or Manor Houſe of *Vam*, with the Appurtenances, ſituate and being in *Vam* in the ſaid County of *Somerſet*; and alſo all Freehold Meſſuages, Buildings, Dove-houſes, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Feedings and Hereditaments whatſoever to the ſame Manor or Lordſhip, or reputed Manor or Lordſhip, and Capital Meſſuage or Manor Houſe, or either of them belonging or in any wiſe appertaining, or with them, or either of them, uſed, occupied, poſſeſſed or enjoyed, ſituate, lying or being in *Vam*, *Wos*, *Xandale* and *Yar*, every or any of them in the ſaid County of *Somerſet*, or in any other Towns, Pariſhes or Places to them, or any of them, near or adjoining in the ſame County, with their and every of their Appurtenances; and alſo all and every the Freehold Meſſuages or Tenements, Farms, Cloſes, Lands, Meadows, Paſtures, Feedings, Commons, Woods, Wood-Grounds and Hereditaments late of Sir *Zaccheus Zouch*, Knt. and now of her the ſaid *Anne* Ducheſs Dowager of *Andale*, ſituate, lying or being in *Vam*, *Wos*, *Xandale* and *Yar* aforeſaid, every or any of them, or in *Alton*, *Bruten*, *Condale*, *Dell*, *Etten*, *Fynd*, every or any of them, or in any other Towns, Pariſhes or Places to them, or any of them, near or adjoining in the ſaid County of *Somerſet*, with their and every of their Privileges, Members and Appurtenances; all which ſaid herein before granted and releaſed Manor, or reputed Manor, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, were bought and purchaſed by the ſaid *Anne* Ducheſs Dowager of *Andale*, to and to the Uſe of her and her Heirs, of and from the ſaid Sir *Zaccheus Zouch*, by Indenture of Bargain and Sale duly inrolled in Chancery, bearing Date the ſixteenth Day of *Auguſt*, which was in the Year of our Lord 1728, and other good Conveyances and Aſſurances in the Law; and alſo all that the Manor or Lordſhip of *Gibland*, with the Rights, Royalties, Members and Appurtenances thereof in the County of *Hereford*; and alſo all that Capital Meſſuage or Tenement, with the Arable Lands, Meadows, Paſture Grounds, Hereditaments and Appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying or being in *Gibland* and *Great Ilford*, or one of them, in the ſaid County of *Hereford*; and alſo all and every the Meſſuages or Tenements, Farms, Cloſes, Lands, Meadows, Paſtures, Commons, Feedings, Woods, Wood-Grounds and Hereditaments whatſoever late of *Kenrick Kirby*, Eſq; (one of the late Directors of the *South-Sea* Company) and now of her the ſaid *Anne* Ducheſs Dowager of *Andale*, ſituate, lying or being in or near *Gibland* and *Great Ilford* aforeſaid, or either of them, or in *Little Lowt* in the ſaid County of *Hereford*, with their and every of their Rights, Privileges, Members and Appurtenances; all which ſaid laſt mentioned Manor, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, were late the Eſtate of the ſaid *Kenrick Kirby*, and by Indenture of Bargain and Sale duly inrolled in Chancery, dated the ninth Day of *May*, which was in the Year of our Lord 1727, were ſold and conveyed by and from the Truſtees appointed by Act of Parliament made in the ſeventh Year of the Reign of his late Majeſty King *George* the Firſt, for raiſing Money upon the Eſtates of the then late Sub-Governor, Deputy-Governor and Directors of the ſaid *South-Sea* Company, and others in the ſame Act named, for the Purpoſes therein mentioned, unto and to the Uſe of her the ſaid *Anne* Ducheſs Dowager of *Andale*, her Heirs and Aſſigns for ever, (All which ſaid Manors, Capital Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, are now in the actual Poſſeſſion

The Grandmothergrants, &c. to Truſtees.

The Parcels.

General Words.

Deſcription by deriving the Title.

Other Parcels.

Deſcription by deriving the Title.

Bargain, &c. for a Year mentioned.

ſion of the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Anne* Ducheſs Dowager of *Andale* for the Term of one whole Year, in Conſideration of 10*s.* to her paid by the ſaid Earl of *Enden* and *Finchley*, and *George Gore*, in and by one Indenture bearing Date the next Day before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of her the ſaid *Anne* Ducheſs Dowager of *Andale*, of, in, to or out of the ſaid herein before granted and releaſed Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof; To have and to hold the ſaid Manors, Capital Meſſuages, Meſſuages, Farms, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before granted and releaſed, or mentioned ſo to be, with their and every of their Appurtenances, unto the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Heirs and Aſſigns for ever, to, for and upon ſuch Uſes, Truſts, Intents and Purpoſes, and under and ſubject to ſuch Proviſo and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; (that is to ſay) until the ſaid Marriage ſhall be had and ſolemnized, and from and after the Solemnization thereof, for and during ſo long Time as the ſaid *Daniel D'Eſte* and *Maria Lewſton* his intended Wife ſhall both of them jointly happen to live, to the Uſe and Behoof of the ſaid *Anne* Ducheſs Dowager of *Andale* and her Heirs; and in caſe (after the ſaid intended Marriage had) the ſaid *Daniel D'Eſte* ſhall happen to ſurvive and overlive the ſaid *Maria* his intended Wife; or in caſe ſhe ſhall him ſurvive, and that there ſhall be no Son or Sons or Iſſue Male of the ſaid *Daniel D'Eſte* on the Body of the ſaid *Maria* his intended Wife to be begotten living at the Time of his Deceaſe, or born alive in due Time afterwards, then to the Uſe and Behoof of the ſaid *Anne* Ducheſs Dowager of *Andale*, and of her Heirs and Aſſigns for ever; but in caſe (after the ſaid intended Marriage had) the ſaid *Maria Lewſton* ſhall happen to ſurvive and overlive the ſaid *Daniel D'Eſte* her intended Huſband, and that there ſhall be any Son or Sons or Iſſue Male of the ſaid *Daniel D'Eſte* on the Body of the ſaid *Maria* his intended Wife to be begotten living at the Time of his Deceaſe, or born alive in due Time afterwards, then to the Uſe, Intent and Purpoſe, that the ſaid *Maria Lewſton* and her Aſſigns, from and immediately after the Deceaſe of the ſaid *Daniel D'Eſte* her intended Huſband, ſhall and may yearly and every Year for ſo long Time as ſhe and any Son or Sons or Iſſue Male of the ſaid intended Marriage ſhall happen jointly to live, have, receive and take out of all and every the ſaid herein before granted and releaſed Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, one Annuity or yearly Rent-Charge of 2000*l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe; the ſame Annuity or yearly Rent-Charge (during the Continuance thereof) to be in full for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law which ſhe can or may have or claim, of, in, to or out of all and every or any of the Manors, Lands or Hereditaments whereof or wherein the ſaid *Daniel D'Eſte* her intended Huſband now is, or at any Time hereafter during the Coverture between them ſhall be ſeized of any Eſtate of Freehold and Inheritance; and which ſaid Annuity or yearly Rent-charge of 2000*l.* ſhall (during the Continuance thereof as aforeſaid) be paid and payable unto her the ſaid *Maria Lewſton* and her Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, at the two moſt uſual Feaſts or Days of Payment in the Year; that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Portions; the firſt Payment thereof to begin and be made on ſuch of the ſame Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the ſaid *Daniel D'Eſte*. And to this further Uſe, Intent and Purpoſe, that in caſe the ſaid Annuity or yearly Rent-Charge of 2000*l.* or any Part thereof as aforeſaid, be behind or unpaid by the Space of twenty-eight Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be

General Words.

Habendum to the Truſtees in Fee upon Truſts, &c. after, *viz.*

during joint Lives of Huſband and Wife, to the Uſe of the Grandmother; then if the Huſband ſurvive, or there be no Iſſue Male, to the Uſe of the Grandmother in Fee; but if the Wife ſurvives, and there be Iſſue Male, then the Wife, during her Life, (after the Huſband's Death) and Continuance of Iſſue Male,

to have a Rent-Charge free of Taxes,

for Jointure in Bar of Dower;

and Power on Non-payment at a certain Day,

be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Maria Lewſton* and her Aſſigns, into all and every the ſame Manors, Meſſuages, Lands, Hereditaments and Premiſſes, or into and upon any Part thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to diſpoſe thereof according to the due Courſe of Law, until ſhe or they ſhall of the ſaid Annuity or yearly Rent-Charge of 2000 *l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times in that Behalf afore-mentioned, be fully paid and ſatisfied. Provided always, that in caſe the ſaid Annuity or yearly Rent-charge of 2000 *l.* ſhall (during the Continuance thereof as aforeſaid) be behind and unpaid by the Space of forty Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *Maria Lewſton* and her Aſſigns, into and upon all and every the ſame Manors, Meſſuages, Lands, Hereditaments and Premiſſes, or into and upon any Part or Parts thereof in the Name of the Whole, to re-enter, and the ſame to have, hold, poſſeſs and enjoy, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall be thereby or therewith, or otherwiſe, fully ſatisfied or paid the ſaid Annuity or yearly Rent-Charge of 2000 *l.* and all Arrears thereof; and alſo ſo much and ſuch Part thereof as ſhall incur and grow due during the Time of ſuch her Entry and Poſſeſſion, together with ſuch Coſts, Charges, Damages and Expences as ſhall be occaſioned by Non-payment of the ſaid Annuity or yearly Rent-Charge of 2000 *l.* at the Days and Times herein before for that Purpoſe appointed; and in caſe the ſame Annuity or yearly Rent-Charge of 2000 *l.* ſhall take Effect, commence and become payable upon the Contingency aforeſaid, then as to all the ſaid herein before granted and releaſed Manors, Meſſuages, Lands, Hereditaments and Premiſſes, (ſubject to and charged and chargeable with the ſame Annuity or yearly Rent-Charge, and ſuch Remedies for the ſame as aforeſaid) from and immediately after the Deceaſe of the ſaid *Daniel D'Eſte*, to the Uſe and Behoof of the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing, and fully to be complete and ended, without Impeachment of Waſte; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Proviſo and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame Term; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of ninety-nine Years (and in the mean Time ſubject thereto and to the Truſts thereof, and alſo ſubject, and charged and chargeable as aforeſaid) to the Uſe and Behoof of the ſaid *Anne* Ducheſs Dowager of *Andale*, and of her Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And as to the ſaid Term of ninety-nine Years herein before limited to the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo to them limited, in Truſt for the further and better ſecuring the Payment of the aforeſaid Annuity or yearly Rent-Charge of 2000 *l.* herein before limited and ſettled upon the ſaid *Maria Lewſton* for her Life, in Lieu of her Dower, at the Days and Times, and in Manner and upon the Contingency aforeſaid; and therefore if the ſame Annuity or yearly Rent-Charge of 2000 *l.* or any Part thereof ſhall happen to be behind or unpaid by the Space of forty Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns, from Time to Time during the Continuance of the ſame Annuity or yearly Rent-Charge of 2000 *l.* by and out of the Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes comprized in the ſaid Term of ninety-nine Years, or by demiſing, leaſing or mortgaging the ſame Premiſſes, or a competent Part thereof, for all or any Part of the ſame Term, to raiſe and levy

to enter and diſtrain, &c.

and on Non-payment at a further Day,

to re-enter and enjoy,

until Satisfaction, &c.

and if the Annuity take Effect,

the ſame Premiſſes to the Truſtees for a long Term, *ſans* Waſte, upon Truſts, &c. after, &c.

then to the Uſe of

the Grandmother in Fee. The Truſt of the Term declared,

for the better Payment of the Jointure;

with Power, on Non payment at a certain Day, to raiſe the ſame,

ſuch Sum and Sums of Money as ſhall be ſufficient from Time to Time to pay and ſatisfy unto the ſaid *Maria Lewſton* and her Aſſigns, her ſaid Annuity or yearly Rent-Charge of 2000 *l.* or ſo much thereof as ſhall ſo happen to be behind and unpaid, together with all ſuch Coſts, Charges and Expences, as ſhe the ſaid *Maria* or her ſaid Truſtees, their Executors, Adminiſtrators or Aſſigns, or any of them, ſhall ſuſtain, expend or be put unto, for or by reaſon of the Non-payment thereof at the Days and Times, and in Manner firſt herein before in that Behalf mentioned, and ſhall and do pay the ſame accordingly. And upon this further Truſt, that they the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Anne* Ducheſs Dowager of *Andale*, her Heirs and Aſſigns, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes (over and above ſo much thereof as ſhall be ſufficient from Time to Time to pay and ſatisfy the ſame Annuity or yearly Rent-Charge of 2000 *l.* or ſo much thereof as ſhall become due and payable upon the Contingency aforeſaid, and all Arrears thereof, and all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts) to and for her and their own Uſe and Benefit. Provided always neverthleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Deceaſe of the ſaid *Maria Lewſton*, or the Determination of the ſaid Annuity or yearly Rent-Charge of 2000 *l.* herein before limited to her upon the Contingency aforeſaid, (which ſhall firſt happen) upon Payment of all Arrears which ſhall be then due of the ſame Annuity or yearly Rent, (if any ſuch there ſhall then happen to be) together with all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts; then and at all Times from thenceforth the ſaid Term of ninety-nine Years of and in the Premiſſes therein comprized, or ſo much thereof as ſhall not have been diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein contained to the contrary notwithſtanding. And the ſaid *Anne* Ducheſs Dowager of *Andale* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Heirs, Executors and Adminiſtrators, in Manner following, (that is to ſay) that all and every the ſaid herein before granted and releaſed Manors, Meſſuages, Lands, Hereditaments and Premiſſes, with their Appurtenances, ſhall or lawfully may at all Times hereafter remain, continue and be peaceably and quietly held and enjoyed, to the Uſes, upon the Truſts, and ſubject to the Proviſo and Agreements herein before expreſſed and declared of and concerning the ſame; and that ſubject and liable and overt to, and charged and chargeable with the aforeſaid Annuity or yearly Rent-Charge of 2000 *l.* unto the ſaid *Maria Lewſton* and her Aſſigns, (during the Continuance thereof upon the Contingency aforeſaid) without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Anne* Ducheſs Dowager of *Andale*, her Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for her, them, or any of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs and kept indemnified, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered by the ſaid Ducheſs Dowager of *Andale*, her Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for her, them, or any of them (except Tenants Leaſes for twenty-one Years or under, whereupon the improved Rents are reſpectively reſerved). And moreover, that ſhe the ſaid Ducheſs Dowager of *Andale* and her Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid herein before granted and releaſed Manors, Meſſuages, Lands, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for her, them, or any of them, (except as aforeſaid) ſhall and will at any Time or Times hereafter, during the Continuance of the ſame Annuity or yearly Rent-Charge of 2000 *l.* upon the Contingency aforeſaid, upon every reaſonable Requeſt to be to her or them

and Charges.

And upon further Truſt to permit the Grantrix to receive the Overplus.

Provided,

after the Determination of the Annuity,

this Term to ceaſe.

The Grantrix covenants with the Truſtees

for quiet Enjoyment,

(ſubject to the Rent-Charge)

free from Incumbrances;

(except Leaſes)

and for further Aſſurances.

them in that Behalf made, make, do and execute, or cauſe to be made, done and executed, any further or other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further and better conveying and aſſuring of the ſame Manors, Meſſuages, Lands, Hereditaments and Premiſſes, with their Appurtenances, to the Uſes, upon the Truſts, and ſubject to the Proviſo and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame. And for the better and more effectual charging and ſubjecting the ſame Manors, Meſſuages, Lands, Hereditaments and Premiſſes, with and to the Payment thereout of the ſame Annuity or yearly Rent-Charge of 2000*l.* (during the Continuance thereof) and ſuch Remedies for the ſame as aforeſaid, as by the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his, her or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel from his or their then reſpective Dwellings or Places of Abode. And this Indenture further witneſſeth, that in Conſideration of the ſaid intended Marriage, and of the ſaid 10000*l.* Marriage Portion of the ſaid *Maria Lewſton*, ſo paid by the ſaid *Lewis* Lord *Lewſton* to the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore* as aforeſaid; and in Purſuance and Part of Performance of the ſaid recited Agreements on the Part of the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte*; and in Conſideration of the natural Love which the ſaid Duke of *Andale* beareth unto the ſaid *Daniel D'Eſte* his Brother, and for his better Advancement and Preferment in the World; and for providing a competent Maintenance for the ſole and ſeparate Uſe of the ſaid *Maria Lewſton*, during the Joint-Lives of her and the ſaid *Daniel D'Eſte* her intended Huſband; and alſo for providing and ſettling a competent Jointure and Proviſion of Maintenance by way of Rent-Charge upon and for her the ſaid *Maria Lewſton*, in Caſe (after the ſaid intended Marriage had) ſhe ſhall happen to ſurvive and overlive the ſaid *Daniel D'Eſte* her intended Huſband, and that the ſaid Annuity or yearly Rent-Charge of 2000*l.* herein before limited and ſettled upon her by the ſaid *Anne* Ducheſs Dowager of *Andale* (upon the Contingency aforeſaid) ſhall either never commence and take Effect, and become payable, or ſhall afterwards ceaſe and determine, at any Time during the natural Life of the ſaid *Maria Lewſton*; and for docking, barring and deſtroying the Eſtate in Tail Male of the ſaid *Daniel D'Eſte*, and the ſaid Reverſion or Rent and Inheritance in Fee-ſimple of the ſaid *Benjamin* Duke of *Andale*, thereupon expectant or depending, of and in the ſaid Manors, Rectories, Meſſuages, Lands, Tenements, Tithes and Hereditaments herein after granted and releaſed, or mentioned ſo to be, every or any Part thereof, and all other Eſtates Tail, and all Reverſions and Remainders thereupon expectant or depending of and in the ſame Premiſſes, every or any Part thereof, (if any ſuch there be) and for ſettling, conveying, limiting and aſſuring the ſame Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; And in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Benjamin* Duke of *Andale* and *Daniel D'Eſte* in Hand paid by the ſaid *Henry Hill* and *James Jennings*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Benjamin* Duke of *Andale*, at the Requeſt, and by the Direction and Appointment of the ſaid *Daniel D'Eſte*, (teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) and alſo the ſaid *Daniel D'Eſte* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Henry Hill* and *James Jennings*, their Heirs and Aſſigns, all thoſe the Manors of *Marran* and *Norts*, with their Rights, Members and Appurtenances, in the County of *Oxford*; and alſo all that Rectory Impropriate of *Marran*, with the Appurtenances, in the ſaid County of *Oxford*, and all Glebe-Lands, Tithes, Profits and Commodities

The Conſiderations of this Part of the Settlement,

and to bar the Intail and Reverſion,

and to ſettle Lands, &c.

The elder Brother, by the Huſband's Appointment, and the Huſband, grant, &c. to other Truſtees.

The Parcels.

Commodities to the ſame belonging, and the Advowſon, Donation, Preſentation and Right of Patronage of the Vicarage of *Marran* aforeſaid; and alſo all that the Manor-Houſe of *Marran* aforeſaid, with the Appurtenances, and the Rectory Impropriate of *Norts* aforeſaid, with the Appurtenances, in the ſame County, and all Glebe-Lands and Tithes of Corn and Grain in *Norts* aforeſaid, and the Moiety of the Tithes of Lamb and Wool in *Norts* aforeſaid, and the Advowſon, Donation, Preſentation and Right of Patronage of the Vicarage of *Norts cum Punce* in the ſaid County of *Oxford*; and alſo all thoſe the Manors and Lordſhips of *Quett*, *Great Reynes*, *Little Reynes* and *Sans*, in the County of *Rutland*, with their and every of their Rights, Members and Appurtenances [*Here more Parcels*]; and all and every the Meſſuages, Farms, Lands, Tenements, Tithes and Hereditaments whatſoever, whereof or wherein the ſaid *Benjamin* Duke of *Andale* and *Daniel D'Eſte*, or either of them, or any other Perſon or Perſons, to the Uſe of, or in Truſt for them or either of them, are or is ſeiſed of any Eſtate of Freehold or Inheritance, either in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying, being, ariſing or accruing within the Towns, Hamlets, Fields, Pariſhes or Precincts of *Marran*, *Norts*, *Slonton*, *Great Reynes*, *Little Reynes*, [*Here more Parcels*] every or any of them, in the ſaid Counties of *Oxford*, *Rutland*, *Somerſet*, every or any of them; and all and every the Farms, Parks, Meſſuages, Edifices, Buildings, Dove-Houſes, Orchards, Gardens, Tofts, Crofts, Curtilages, Lands, Tenements, Tenths, Tithes, Oblations, Meadows, Feedings, Paſtures, Woods, Underwoods, Coppices, Timber and Timber-trees, Rights, Commons, Waſtes, Waſte-grounds, Furzes, Moors, Marſhes, Waters, Water-courſes, Mills, Ponds, Pools, Wears, Fiſhings, Wrecks, Rents, Reverſions and Services, Courts, Courts-Leet, Courts-Baron, Liberties, Law-days, and View of Frankpledge, Fines, Amercements, Reliefs, Eſcheats, Waifs, Eſtrays, Goods and Chattels of Felons and Fugitives, free Warrens, Fairs, Markets, Tolls, Cuſtoms, Ways, Paſſages, and all other Rights, Royalties, Franchiſes, Juriſdictions, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid ſeveral Manors, Lordſhips, Rectories, Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes laſt herein before granted and releaſed, or mentioned ſo to be, every or any of them, or any Part thereof, in any wiſe belonging or appertaining, or accepted, reputed, taken, known, demiſed, letten, uſed or enjoyed, as Part, Parcel or Member of them, or any of them; and alſo all other the Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments whatſoever, which by Indenture dated on or about the twenty-ninth Day of *November* which was in the Year of our Lord 1700 were ſold, or mentioned to be ſettled upon the Sons of the ſaid *Benjamin* late Earl of *Crinton* by the ſaid *Delia* late Counteſs of *Crinton* his late Wife, ſucceſſively in Remainder in Tail Male, with their and every of their Rights, Royalties, Members and Appurtenances (all which ſaid Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes laſt herein before granted and releaſed, or mentioned ſo to be, are now in the actual Poſſeſſion of the ſaid *Henry Hill* and *James Jennings*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte*, for the Term of one whole Year, in Conſideration of 10*s.* to them paid by the ſaid *Henry Hill* and *James Jennings*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte*, and of each and either of them, of, in, to or out of the ſaid laſt herein before granted and releaſed Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof; To have and to hold the ſaid Manors, Rectories, Meſſuages, Lands, Tenements, Tithes and Hereditaments, and all and ſingular other the Premiſſes herein before granted and releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *Henry Hill* and *James Jennings*, their Heirs and Aſſigns, (ſubject to the ſaid Eſtate for Life of the ſaid Counteſs Dowager of *Crinton*, of and in ſuch

General Words.

Other General Words, referring to a Settlement.

Bargain, &c. for a Year mentioned.

General Words.

Habendum to the Truſtees in Fee,

(ſubject to a Jointure)

Part and Parts of the ſame Premiſſes as are now in Jointure to her as aforeſaid) to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, to the Uſe and Behoof of the ſaid *Daniel D'Eſte* and his Heirs until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then to the Uſe of the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of ninety Years from thence next enſuing, and fully to be compleat and ended, if they the ſaid *Daniel D'Eſte* and *Maria Lewſton* his intended Wife ſhall both of them ſo long live, upon the Truſts, and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame Term; and from and after the Expiration or other ſooner Determination of the ſaid Term of ninety Years, (determinable as aforeſaid) and ſubject thereto, and to the Truſts thereof, to the Uſe and Behoof of the ſaid *Daniel D'Eſte* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte; And from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Henry Hill* and *James Jennings*, and their Heirs, during the natural Life of the ſaid *Daniel D'Eſte*, in Truſt to ſupport and preſerve the contingent Uſes and Eſtates thereof herein after limited from being defeated and deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Daniel D'Eſte* and his Aſſigns during his Life, to receive and take the Rents and Profits of the ſame Premiſſes, and of every Part thereof, to and for his and their own Uſe and Benefit; And from and after his Deceaſe, then to the Uſe and Behoof of the firſt Son of the ſaid *Daniel D'Eſte* on the Body of the ſaid *Maria* his intended Wife lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, and all and every the Son and Sons of the ſaid *Daniel D'Eſte* on the Body of the ſaid *Maria* his intended Wife lawfully to be begotten, ſeverally, ſucceſſively and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing being always preferred, and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of all ſuch Sons or Iſſue Male of the ſaid *Daniel D'Eſte* on the Body of the ſaid *Maria* his intended Wife to be begotten, (whereby and by reaſon whereof the ſaid Annuity or yearly Rent-Charge of 2000 *l.* herein before limited to and ſettled upon her the ſaid *Maria* for her Life, for her Jointure, by the ſaid *Anne* Ducheſs Dowager of *Andale*, by and out of her ſaid Manors, Lands, Hereditaments and Eſtate, in Manner and during the Continuance of ſuch Iſſue Male as aforeſaid, ſhall either never take Effect or become payable, or ſhall afterward ceaſe, determine and become void) then to the Uſe, Intent and Purpoſe, that ſhe the ſaid *Maria Lewſton* (in Caſe ſhe ſhall ſurvive and overlive the ſaid *Daniel D'Eſte* her intended Huſband) and her Aſſigns, ſhall and may yearly and every Year, for ſo long Time as ſhe ſhall happen to live, have, receive and take out of all and every the ſaid Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes laſt herein before granted and releaſed, or mentioned ſo to be, the like Annuity, or yearly Rent-Charge of 2000 *l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe; the ſame Annuity or yearly Rent-Charge (from and after the Commencement thereof) to be in full for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all and every or any the Manors, Lands or Hereditaments, whereof or wherein the ſaid *Daniel D'Eſte* her intended Huſband now is, or at any Time hereafter during the Coverture between them ſhall be ſeiſed of any Freehold and Inheritance; and likewiſe in Lieu, Recompence and Satisfaction of and for all future Payments of the ſaid Annuity or yearly Rent-Charge of 2000 *l.* herein before limited to her by the ſaid *Anne* Ducheſs Dowager of *Andale*; which

After the Marriage, to the Uſe of the former Truſtees for a long Term, if Huſband and Wife ſo long live, upon Truſts, *&c.* after;

then to the Uſe of the Huſband for Life, *ſans* Waſte; then to the ſecond Truſtees, to preſerve, *&c.*

then to the Uſe of the firſt and other Sons of the Marriage in Tail Male ſucceſſively;

then if the Wife ſurvive her Huſband, *ſans* Iſſue Male, to be ſubject to a Jointure,

free of Taxes,

in Bar of Dower,

and of the Rent-charge ſettled by the Grandmother.

which ſaid Annuity or yearly Rent-Charge of 2000*l.* laſt herein before limited to the ſaid *Maria Lewſton* as aforeſaid, ſhall (from and after the Commencement thereof) be paid and payable unto her the ſaid *Maria Lewſton* and her Aſſigns, at or in the Common Dining-Hall of *Lincolns-Inn* aforeſaid, at the two moſt uſual Feaſts or Days of Payment in the Year before mentioned, by even and equal Portions; the firſt Payment thereof to begin and be made on ſuch of the ſame Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the ſaid *Daniel D'Eſte*, and ſuch total Failure of all Sons and Iſſue Male between him and the ſaid *Maria* his intended Wife to be begotten as aforeſaid. And to this further Uſe and Intent and Purpoſe, that in Caſe the ſaid laſt mentioned Annuity or yearly Rent-Charge of 2000*l.* or any Part thereof, ſhall after the Commencement as aforeſaid be behind or unpaid by the Space of twenty-eight Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Maria Lewſton* and her Aſſigns, into all and every the ſaid Manors, Rectories, Meſſuages, Lands, Tenements and Tithes, Hereditaments and Premiſſes laſt herein before granted and releaſed, or mentioned ſo to be, or into and upon any Part thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to diſpoſe thereof, according to due Courſe of Law, until ſhe or they ſhall of the ſame Annuity or yearly Rent-Charge of 2000*l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times in that Behalf afore-mentioned, be fully paid and ſatisfied. Provided always, that in Caſe the ſaid laſt mentioned Annuity or yearly Rent-Charge of 2000*l.* ſhall (after the Commencement thereof) be behind and unpaid by the Space of forty Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *Maria Lewſton* and her Aſſigns, into and upon all and every the ſaid laſt mentioned Manors, Rectories, Meſſuages, Lands, Tenements and Tithes, Hereditaments and Premiſſes, or into or upon any Part or Parts thereof in the Name of the whole to enter, and the ſame to have again, poſſeſs and enjoy, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall be thereby or therewith, or otherwiſe, fully ſatisfied and paid the ſame Annuity or yearly Rent-Charge of 2000*l.* and all Arrears thereof; and alſo ſo much and ſuch Part thereof as ſhall incur and grow due during the Time of ſuch her Entry and Poſſeſſion, together with all ſuch Coſts, Charges, Damages and Expences as ſhall be occaſioned by Non-payment of the ſaid Annuity or yearly Rent-Charge of 2000*l.* at the Days and Times herein before for that Purpoſe appointed. And as to all the ſaid laſt mentioned Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, (ſubject to and charged and chargeable with the ſame Annuity or yearly Rent-Charge of 2000*l.* and ſuch Remedies as aforeſaid) from and immediately after the Deceaſe of the ſaid *Daniel D'Eſte*, (the ſaid *Maria* his intended Wife him ſurviving) and ſuch total Failure of all Sons and Iſſue Male of him the ſaid *Daniel D'Eſte* on the Body of the ſaid *Maria* his intended Wife to be begotten as aforeſaid, to the Uſe and Behoof of the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of one hundred Years from thenceforth next enſuing and fully to be compleat and ended, without Impeachment of Waſte; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame Term. And from and after the Determination of the ſaid ſeveral Uſes and Eſtates herein before limited of and concerning the laſt mentioned Manors, Rectories, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, as the ſame ſhall reſpectively end and determine, then as to all the ſame Premiſſes, to the Uſe and Behoof of the firſt Son of the ſaid *Daniel D'Eſte* on the Body of any other Woman whom (after the Deceaſe of the ſaid *Maria* his intended Wife) he may happen to marry, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of

And on Non-payment at a certain Day, Power to the Wife to diſtrain;

and on Non-payment at a further Day, Power to her to re-enter and enjoy, till Payment, &c.

then, (the Wife ſurviving her Huſband, and failing Iſſue Male)

to Truſtees for a Term, *ſans Waſte*, upon Truſts, &c. after;

then to the Uſe of the firſt and other Sons of the Huſband by any other Wife, ſucceſſively in Tail Male;

of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, and all and every other the Son and Sons of the ſaid *Daniel D'Eſte* on the Body of any ſuch other Woman lawfully to be begotten, ſeverally, ſucceſſively and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Son and Sons and the Heirs Male of his Body iſſuing being always preferred, and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies lawfully iſſuing. And for Default of all ſuch Iſſue, then to the Uſe and Behoof of all and every the Daughter and Daughters of the Body of the ſaid *Daniel D'Eſte* lawfully to be begotten, and of all and every his Grandaughters, that is to ſay, the Daughter or Daughters of the Body or Bodies of ſuch Son or Sons of him the ſaid *Daniel D'Eſte* lawfully to be begotten, to be equally divided between all the ſaid Daughters and Grandaughters (if more than one) Share and Share alike, as Tenants in Common and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters, and Grandaughter or Grandaughters lawfully iſſuing. And in Caſe one or more of ſuch Daughters or Grandaughters ſhall happen to die without Iſſue of her or their Body or Bodies, then as to the Share or Share of her or them ſo dying without Iſſue, to the Uſe and Behoof of the Survivors or Survivor, or others or other of them, to be equally divided between them (if more than one) Share and Share alike, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch ſurviving or other Daughter or Daughters, or Grandaughter or Grandaughters lawfully iſſuing. And in Caſe all ſuch Daughters and Grandaughters but one ſhall happen to die without Iſſue of their Bodies, or in Caſe there ſhall be but one ſuch Daughter or Grandaughters, then to the Uſe and Behoof of ſuch ſurviving or only Daughter or Grandaughter, and of the Heirs of her Body lawfully iſſuing. And for Default of all ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Daniel D'Eſte*, and of his Heirs and Aſſigns for ever. And as to the ſaid Term of ninety Years of and in the ſaid laſt mentioned Manors, Rectories, Meſſuages, Lands, Tithes, Hereditaments and Premiſſes, herein before limited to the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them, upon the ſeveral Truſts, and to and for the ſeveral Intents and Purpoſes, and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame Term; that is to ſay, upon Truſt, and to the Intent and Purpoſe that they the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns, ſhall and do yearly and every Year, during the Joint Lives of the ſaid *Daniel D'Eſte* and *Maria* his intended Wife, by and out of the Rents, Iſſues and Profits of the ſaid laſt mentioned Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, in the firſt Place pay, or cauſe to be paid, the yearly Sum of 400*l.* of lawful Money of *Great Britain*, free of all Taxes and Deductions whatſoever, Parliamentary or otherwiſe, on the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord Chriſt, by even and equal Portions; and (from and after any Augmentation or Increaſe ſhall happen to the Eſtate and Fortune of the ſaid *Daniel D'Eſte)* then and from thenceforth the yearly Sum of 800*l.* of like Money, (in Lieu and Stead of the ſaid 400*l.)* free of all Taxes and Deductions whatſoever, Parliamentary or otherwiſe, on the four moſt uſual Feaſts or Days of Payment in the Year laſt before mentioned, by the like even and equal Portions; the ſaid yearly Sum of 400*l.* or the ſaid yearly Sum of 800*l.* (as the Caſe may be) to be paid unto ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes, as ſhe the ſaid *Maria* ſhall from Time to Time, notwithſtanding her Coverture, and by any Note or Writing under her Hand direct or appoint; and in Default of, and until ſuch Direction and Appointment, unto the proper Hands of her the ſaid *Maria*, for her own ſole and ſeparate Uſe and Benefit; whoſe Receipts under her or their reſpective Hand or Hands ſhall from Time to Time, notwithſtanding

Remainder to his Daughters and his Grandaughters by his Sons, as Tenants in Common,

in Tail,

with Croſs Remainders;

Remainder to the Huſband in Fee.

The Truſt of the firſt Term of theſe Lands declared,

to raiſe Pin-Money for the Wife,

(free of Taxes)

capable of Increaſe, &c.

payable to her or Order,

Her Receipt to be ſufficient.

notwithſtanding her Coverture, be ſufficient Diſcharges to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipts ſhall be given; the firſt Payment of which yearly Sum of 400*l.* or of the ſaid yearly Sum of 800*l.* (as the Caſe may be) to begin and to be made on ſuch of the ſame Feaſts as ſhall firſt and next happen after the Solemnization of the ſaid intended Marriage. And upon this further Truſt, that they the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Daniel D'Eſte* and his Aſſigns to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes, over and above ſo much thereof as ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid yearly Sum of 400*l.* or the ſaid yearly Sum of 800*l.* (as the Caſe may be) as the ſame ſhall become due and payable, and all Arrears thereof, and all Coſts and Charges attending the Execution of the Truſts of the ſaid Term of ninety Years, (determinable as aforeſaid) to and for his and their own Uſe and Benefit. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that no more than one Year's Arrears of the ſaid yearly Sum of 400*l.* or of the ſaid yearly Sum of 800*l.* (as the Caſe may be) ſhall be anſwered or paid, or be recoverable after the Deceaſe of the ſaid *Daniel D'Eſte*, unleſs the ſame Arrears ſhall have been demanded in his Life-time, any Thing herein before contained to the contrary notwithſtanding. And as to the ſaid Term of one hundred Years herein before limited to the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo to them limited, in Truſt for the further and better ſecuring the Payment of the ſaid laſt mentioned Annuity or yearly Sum of 2000*l.* unto the ſaid *Maria Lewſton* and her Aſſigns (from and after the Commencement thereof) for her Life for her Jointure, and in Lieu of her Dower, at the Days and Times, and in Manner and upon the Contingency aforeſaid. And therefore if the ſame Annuity or yearly Rent-Charge of 2000*l.* or any Part thereof, ſhall happen to be behind and unpaid by the Space of forty Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns, from Time to Time, by and out of the Rents, Iſſues and Profits of the ſaid laſt mentioned Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or by demiſing, leaſing or mortgaging the ſame Premiſſes, or a competent Part thereof, for all or any Part of the ſame Term of one hundred Years therein, to raiſe and levy ſuch Sum and Sums of Money as ſhall be ſufficient from Time to Time to pay and ſatisfy unto the ſaid *Maria Lewſton* and her Aſſigns the ſame Annuity or yearly Rent-Charge of 2000*l.* or ſo much thereof as ſhall ſo happen to be behind and unpaid, together with all ſuch Coſts, Charges and Expences as ſhe the ſaid *Maria*, or her ſaid Truſtees, their Executors, Adminiſtrators or Aſſigns, or any of them, ſhall ſuſtain, expend or be put unto, for or by reaſon of the Non-Payment thereof at the Days and Times, and in Manner firſt herein before in that Behalf mentioned, and ſhall and do pay the ſame accordingly. And upon this further Truſt, that they the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon and Perſons, to whom the next and immediate Reverſion or Remainder and Inheritance of the ſaid laſt mentioned Premiſſes expectant on the Determination of the ſaid Term of one hundred Years therein ſhall for the Time being belong or appertain by Virtue of theſe Preſents, and the Limitations herein before contained, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes (over and above ſo much thereof as ſhall be ſufficient from Time to Time to pay and ſatisfy the ſame Annuity or yearly Rent-Charge of 2000*l.* and all Arrears thereof, and all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts of the aforeſaid Term of one hundred Years) to and for his and their own Uſe and Benefit. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Deceaſe of the ſaid *Maria Lewſton*, and Payment of all Arrears which ſhall be then due of the

And to permit the Huſband to receive the Reſidue of the Rents.

Proviſo, no more than one Year's Arrears of the Pin-Money to be recoverable after the Huſband's Death, unleſs demanded in his Life-time.

The Truſt of the ſecond Term declared, for better Payment of the Jointure.

And on Non-payment to levy, &c.

And to permit Perſons intitled to receive the Reſidue.

Proviſo for ceaſing this Term.

the ſaid laſt mentioned Annuity or yearly Rent-Charge of 2000*l.* (if any ſuch there ſhall then happen to be) together with all Coſts, Charges and Expences attending the Execution of the ſaid laſt mentioned Truſt; then and at all Times from thenceforth the ſaid Term of one hundred Years of and in the Premiſſes therein comprized, or ſo much thereof as ſhall remain undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein before contained to the contrary notwithſtanding. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Daniel D'Eſte* from Time to Time, during his natural Life, by Indenture under his Hand and Seal, to demiſe and leaſe the ſaid laſt herein before granted and releaſed Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, at the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in Reſpect of ſuch Leaſe or Leaſes; ſo as none of the ſame Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein; and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee or Leſſees to whom ſuch Leaſe and Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes, any Thing herein contained to the contrary notwithſtanding. And in further Purſuance of the ſaid recited Agreement on the Part of the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte*, and for the Conſiderations, Ends, Intents and Purpoſes laſt mentioned, the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte*, do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Henry Hill* and *James Jennings*, their Heirs, Executors and Adminiſtrators, that they the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte*, or their reſpective Heirs, ſhall and will, at the Coſts and Charges of the ſaid *Daniel D'Eſte*, as of the now laſt *Hilary* Term, acknowledge and levy before the Juſtices of his Majeſty's Court of Common Pleas at *Weſtminſter* one or more Fine or Fines upon Conuſance of Right as that, *&c.* whereupon Proclamations ſhall and may be had and made, according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Henry Hill* and *James Jennings*, and the Heirs of one of them, of all the ſaid Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes laſt herein before granted and releaſed, or mentioned ſo to be, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be levied and acknowledged, and all and every other Fine and Fines, Common Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, acknowledged, ſuffered or executed, or hereafter to be had, made, levied, acknowledged, ſuffered or executed, of the ſame Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the Parties to theſe Preſents, or any of them, or whereunto they, or any of them, are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken to be and enure, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents to be and enure; and the Conuzee and Conuzees in the ſaid Fine or Fines named, or to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of all the ſame Manors, Rectories, Meſſuages, Lands, Tenements and Tithes, Hereditaments and Premiſſes, with their Appurtenances, to the Uſes, upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame Premiſſes; and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. And the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte* do hereby

Leaſing Power to the Huſband, with Reſtrictions.

The Huſband and his elder Brother

covenant to levy Fines,

with Proclamations.

The Uſes declared

to be thoſe *ſupra.*

They further covenant

hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree, to and with the ſaid *Henry Hill* and *James Jennings*, their Heirs, Executors and Adminiſtrators, in Manner following, (that is to ſay) that all and every the ſaid Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes laſt herein before granted and releaſed, or mentioned ſo to be, with their Appurtenances, ſhall or lawfully may from Time to Time, and at all Times hereafter remain, continue and be, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame; and ſhall and may be peaceably and quietly had, held and enjoyed accordingly, (ſubject to the ſaid Eſtate for Life of the ſaid *Thomaſin* Counteſs Dowager of *Crinton*, of and in ſuch Part and Parts of the ſame Premiſſes as are now in Jointure to her for her Life as aforeſaid) without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Benjamin* Duke of *Andale* and *Daniel D'Eſte* reſpectively, or their reſpective Heirs or Aſſigns; or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſame Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them reſpectively, or from, by or under the ſaid *Benjamin* late Earl of *Crinton*, or any other of the Anceſtors of the ſaid Duke of *Andale*, and *Daniel D'Eſte*, (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered, by the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte* reſpectively, or by their reſpective Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for them reſpectively, or from, by or under the ſaid *Benjamin* Earl of *Crinton*, or any other of the Anceſtors of the ſaid *Benjamin* Earl of *Andale*, and *Daniel D'Eſte*; except ſuch Tenants Leaſes as are now in being of and in the ſame Premiſſes, or any Part thereof, for twenty-one Years or under, whereupon the improved yearly Rents are reſpectively reſerved; and except the ſaid Eſtate for Life of the ſaid *Thomaſin* Counteſs Dowager of *Crinton*, of and in ſuch Part and Parts of the ſaid laſt herein before granted and releaſed Premiſſes, (not exceeding in the whole the yearly Value of 2000 *l.* or thereabouts) as by Indenture dated the fourth Day of *January* in the Year of our Lord 1719, were to her limited for her Life, for her Jointure, by the ſaid *Benjamin* late Earl of *Crinton* her late Huſband, in Purſuance of a Power to him in that Behalf given or reſerved in and by the ſaid Indenture of the ſaid twenty-ninth of *November* 1700, and alſo except the Reſidue of a certain Term of five hundred Years of and in the Premiſſes in the ſaid County of *Oxford*, or great Part thereof, which by Indenture quinquepartite of Releaſe and Settlement, dated on or about the twenty-fourth Day of *January* 1696, and made upon the Marriage of the ſaid *Benjamin* late Earl of *Crinton* with the Lady *Sophia Gand* his firſt Wife, was limited to Truſtees therein named, in Truſt for raiſing 30000 *l.* for the Portion or Portions of the Daughter or Daughters of the ſame Marriage in caſe of Failure of Iſſue of the ſame Earl by the ſaid Lady *Sophia*, (which Caſe afterwards happened) and which ſaid Term by Indenture quadrupartite, dated the nineteenth Day of *September* 1727, was aſſigned by *Titus Tull* (in whom the ſame was then legally veſted, in Truſt for the Right Honourable *Vincent*, commonly called Lord Viſcount *Wam*, and the Right Honourable *Zara* Lady Viſcounteſs *Wam* his Wife, the only Daughter of the ſaid *Benjamin* late Earl of *Crinton* by the ſaid Lady *Sophia*) unto the ſaid Ducheſs Dowager of *Andale*, and the Right Honourable *Alfred* Earl of *Bardon*, by way of Mortgage, for ſecuring to them, as two of the Executors of the ſaid *Daniel* late Duke of *Andale*, the principal Sum of 33000 *l.* and

for quiet Enjoyment,

free from Incumbrances,

Exceptions, of Leaſes, a Jointure,

a Term in a Settlement

to raiſe Portions,

which has been aſſigned by way of Mortgage,

to ſecure a Sum

and Intereſt for the ſame, 15000*l.* whereof, together with all Intereſt incurred due for the ſaid whole principal Sum of 33000*l.* was paid off by the ſaid *Benjamin* Duke of *Andale* at divers Times before the Execution of the ſaid Indentures of Leaſe and Releaſe of the ſaid thirty and thirty-firſt Days of *December* now laſt paſt, and the Sum of 18000*l.* (Reſidue of the ſaid principal Sum of 33000*l.*) together with all Intereſt incurred due for the ſame, the ſaid *Daniel D'Eſte* hath before the Day of the Date of theſe Preſents, paid off and ſatisfied by and with his own proper Monies; and by Deed Poll bearing Date the Eleventh Day of this inſtant Month of *February*, and indorſed on the ſaid Indenture of the ſaid nineteenth Day of *September* 1727. the now Reſidue of the ſaid Term of five hundred Years is aſſigned, or mentioned to be aſſigned by the ſaid *Anne* Ducheſs Dowager of *Andale*, and *Alfred* Earl of *Bardon*, by the Direction and Appointment of the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte*, unto *Caleb Car* of *Andale Houſe* near St. *Anne*'s, Gent. his Executors, Adminiſtrators and Aſſigns; in Truſt to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the Premiſſes in the ſame Term comprized, and to be ſubſervient to the Uſes, Truſts and Eſtates thereof herein before limited, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any be); and alſo except one Indenture dated on or about the nineteenth Day of *December* 1726. whereby the ſaid *Cæſar* late Earl of *Crinton* the Son granted and demiſed the ſaid Manors, Lands, Hereditaments and Premiſſes in the ſaid County of *Rutland*, unto *David Den*, Eſq; his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date thereof for the Term of five hundred Years, without Impeachment of Waſte, by way of Mortgage; the Reſidue of which ſaid laſt mentioned Term of five hundred Years was afterwards aſſigned unto the Honourable *Edmund Ent*, Eſq; by way of Mortgage, for ſecuring to him the principal Sum of 12600*l.* with Intereſt for the ſame in the mean Time and until Payment thereof; which ſaid principal Sum of 12600*l.* and all Intereſt incurred due for the ſame, the ſaid *Daniel D'Eſte* hath before the Day of the Date hereof paid off and ſatisfied by and with his own proper Monies; and the now Reſidue of which ſaid laſt mentioned Term, by Indenture bearing Date the ſaid ninth Day of this Inſtant Month of *February*, is aſſigned by the ſaid *Edmund Ent*, by the like Direction and Appointment of the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte*, unto *Felix Fiſh* of *Andale Houſe* aforeſaid, Doctor in Phyſick, his Executors, Adminiſtrators and Aſſigns, in Truſt to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the Premiſſes in the ſame Term comprized, and to be ſubſervient to the Uſes, Truſts and Eſtates thereof herein before limited, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any be). And moreover, that they the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte* reſpectively, and their reſpective Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in and to, or out of the ſaid Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes laſt herein before granted and releaſed, or mentioned ſo to be, or any of them, or any Part thereof, from, by or under, or in Truſt for them reſpectively, or from, by or under the ſaid *Benjamin* Earl of *Crinton*, or any other of the Anceſtors of the ſaid *Benjamin* Duke of *Andale*, and *Daniel D'Eſte*, (except the ſaid ſeveral Perſons whoſe ſeveral Eſtates and Intereſts are herein before excepted, for and in reſpect only of ſuch their ſaid ſeveral excepted Eſtates and Intereſts) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *Henry Hill* and *James Jennings*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, but at the proper Coſts and Charges of the ſaid *Daniel D'Eſte*, his Heirs, Executors or Adminiſtrators, make, do, acknowledge, levy, execute and ſuffer, or cauſe or procure to be made, done, acknowledged, levied, executed and ſuffered, all and every ſuch further and other lawful and reaſonable Acts, Deeds, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying, ſettling and aſſuring of all the ſame Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and

which has been paid off,

and the Term has been aſſigned,

in Truſt to attend, &c.

and except a Mortgage-Term

whereon the Money has been paid, and the Term aſſigned,

in Truſt to attend.

The Elder Brother and Huſband covenant for further Aſſurance.

and under and ſubject to the Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame, (but ſubject to the ſaid Eſtate for Life of the ſaid *Thomaſin* Counteſs Dowager of *Crinton*, of and in the Premiſſes now in Jointure to her as aforeſaid, in Caſe ſhe be then living) as by the ſaid *Henry Hill* and *James Jennings*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, or his or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And this Indenture further witneſſeth, that in Conſideration of the ſaid intended Marriage, and for other the Conſiderations aforeſaid, and for making ſome Proviſion for the younger Children and Daughters of the ſaid *Daniel D'Eſte* on the Body of the ſaid *Maria* his intended Wife to be begotten, (in Caſe any ſuch there ſhall be) it is hereby declared and agreed by and between all the ſaid Parties, that the ſaid Sum of 10000*l.* ſo paid by the ſaid *Lewis* Lord *Lewſton* unto the ſaid Truſtees, the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, as aforeſaid, and the ſaid 10000*l.* *South-Sea* Annuities ſo transferred by the ſaid *Anne* Ducheſs Dowager of *Andale* at the Requeſt of the ſaid *Daniel D'Eſte* unto the ſame Truſtees as aforeſaid, are and were ſo to them paid and transferred reſpectively, in Truſt for the ſaid *Lewis* Lord *Lewſton* and *Daniel D'Eſte* reſpectively, according and in Proportion to their ſeveral Intereſts therein at or immediately before the Time ſuch Payments and Transfers were reſpectively made, until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, in Truſt that they the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, or ſuch other Truſtees in whom the Truſts herein after declared of and concerning the ſaid Truſt-Monies and Annuities, ſhall or may for the Time being devolve by Virtue of the Proviſo herein after in that Behalf contained, and the Survivor of them, his Executors and Adminiſtrators, ſhall and do permit and ſuffer, and fully authorize and impower the ſaid *Daniel D'Eſte* and his Aſſigns from Time to Time during his natural Life, to receive and take the clear yearly Dividends, Intereſt and Produce, as well of the ſaid Principal Sum of 10000*l.* as of the ſaid 10000*l.* *South-Sea* Annuities, as the ſame ſhall ariſe and become due, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then upon Truſt that the ſaid Truſtees for the Time being for the ſaid Truſt-Monies, Annuities and Premiſſes, and the Survivor of them, his Executors and Adminiſtrators, ſhall and do pay, apply, transfer and diſpoſe of the ſame Monies, Annuities and Premiſſes, and every Part thereof, in Manner following, (that is to ſay) in Caſe there ſhall be one only younger Child (Son or Daughter) of the ſaid *Daniel D'Eſte* on the Body of the ſaid *Maria* his intended Wife to be begotten, beſides and except one eldeſt Son, or a younger Son becoming an eldeſt or only Son, or one only Daughter, and no Son or Sons, then ſhall and do pay and transfer the ſaid Principal Sum of 10000*l.* and the 10000*l.* *South-Sea* Annuities, unto ſuch one only younger Child, or unto ſuch one only Daughter, (as the Caſe may be) in Manner following; that is to ſay, if a Son, at his Age of twenty-one Years, and if a Daughter, at her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen, if ſuch Time of Payment and Transfer happen after the Deceaſe of the ſaid *Daniel D'Eſte*, but if in his Life-time, then as ſoon as may be after his Deceaſe, and not ſooner (unleſs with his expreſs Conſent, teſtified in Writing under his Hand). And in Caſe there ſhall be two or more ſuch younger Children or Daughters, then ſhall and do pay and transfer the ſaid Principal Sum of 10000*l.* and the ſaid 10000*l.* Annuities unto ſuch one or more of the ſame younger Children or Daughters, and in ſuch Parts, Shares and Proportions, and under ſuch Reſtrictions as he the ſaid *Daniel D'Eſte* ſhall at any Time or Times during his Life, by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament, to be

Agreement for providing for Children

by the Wife's Portion,

and the South-Sea Annuities transferred by the Huſband's Grandmother, &c.

The Huſband to take the Profits during Life;

then the Truſtees

to pay, &c. to an only younger Child,

at a certain Time;

or if more than one, among them,

as the Fathe ſhall appoir

be by him ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, direct, limit or appoint: And in Default of ſuch Direction, Limitation and Appointment, then in Truſt to pay and transfer the ſaid Principal Sum of 10000 *l.* and the ſaid 10000 *l.* Annuities, and every Part thereof, unto and amongſt all and every the ſame younger Children or Daughters, (as the Caſe may be) equally to be divided between them, Share and Share alike; the Share or Shares of ſuch of them as ſhall be a Son or Sons to be paid and transferred unto him or them at his or their reſpective Age or Ages of twenty-one Years, and the Share or Shares of ſuch of them as ſhall be a Daughter or Daughters to be paid and transferred unto her or them at her or their reſpective Age or Ages of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment and Transfer happen after the Deceaſe of the ſaid *Daniel D'Eſte*, but if in his Life-time, then as ſoon as may be after his Deceaſe, and not ſooner, (unleſs with his expreſs Conſent, teſtified in Writing under his Hand). Provided always, that in Caſe any of the ſaid younger Children or Daughters ſhall happen to die before the reſpective Times following, that is to ſay, any Son or Sons before the Age of twenty-one Years, or any Daughter or Daughters before the Age of twenty-one Years or Day of Marriage, or that any younger Son ſhall become an eldeſt or only Son before he attain the Age of twenty-one Years, then the Part or Share, or Parts or Shares of him, her or them ſo dying, or becoming an eldeſt Son as aforeſaid, ſhall go and be paid and transferred unto the Survivors or Survivor, or others or other of them (but ſubject to ſuch Direction or Appointment to be made thereof between them, by the ſaid *Daniel D'Eſte* as aforeſaid); and in Default thereof, then to be equally divided amongſt them, Share and Share alike, as and when his, her or their original Share or Shares ſhall be payable and transferrable reſpectively as aforeſaid. And upon this further Truſt, that the ſaid Truſtees for the Time being for the ſaid Truſt-Monies, Annuities and Premiſſes, ſhall and do in the mean Time from and after the Deceaſe of the ſaid *Daniel D'Eſte*, and until the ſame Monies, Annuities and Premiſſes ſhall become payable and transferrable as aforeſaid, pay, apply and diſpoſe of the clear yearly Dividends, Intereſt and Produce thereof, as the ſame ſhall from Time to Time become due and payable and be received, for and towards the reſpective Maintenances and Educations of the ſame younger Child or younger Children, or Daughter or Daughters who for the Time being ſhall be intitled to the Principal of the ſaid Truſt-Monies and Annuities. Provided always, that in Caſe there ſhall be no ſuch younger Child or younger Children, (except as aforeſaid) nor any Daughter or Daughters of the ſaid *Daniel D'Eſte* on the Body of the ſaid *Maria* his intended Wife, or being ſuch, and that all of them being a Son or Sons ſhall happen to die, or become an eldeſt or only Son before any of them attain the Age of twenty-one Years, or being a Daughter or Daughters, ſhall happen to die before any of them attain the ſaid Age of twenty-one Years or be married, then upon Truſt that the ſaid Truſtees for the Time being for the ſaid Truſt-Monies and Annuities ſhall and do (after Payment of their Coſts and Charges, in and about the Execution of the Truſts hereby in them repoſed in relation to the ſame Premiſſes) pay, transfer and make over the ſaid Sum of 10000 *l.* and the ſaid 10000 *l.* *South-Sea* Annuities, and all the future and accruing Dividends, Intereſt and Produce thereof, unto the ſaid *Daniel D'Eſte*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit, or as he or they ſhall direct or appoint, any Thing herein before contained to the contrary notwithſtanding. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in the mean Time from and after the Solemnization of the ſaid intended Marriage, and until the ſaid Truſt-Monies and Annuities ſhall be applied and diſpoſed of upon the Truſts and for the Purpoſes aforeſaid, it ſhall and may be lawful to and for the ſaid Truſtees for the Time being for the ſame Monies and Annuities, or the Survivor of them, his Executors or Adminiſtrators, with the Conſent and Approbation of the ſaid *Lewis* Lord *Lewſton*, and *Daniel D'Eſte* and *Maria* his intended Wife, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, (teſtified in Writing under his, her or their Hand or Hands) to lend and place out the ſaid Principal Sum of 10000 *l.* or any Part thereof, upon any publick or private real Security or Securities at Intereſt, or to lay out and inveſt

If no ſuch Appointment, then equally among them;

at what Times.

Benefit of Survivorſhip among them in certain Caſes.

The Profits to go for Maintenances, &c.

Provided, if no ſuch younger Child, &c.

this Truſt-Eſtate to be transferred to the Huſband.

Power to the Truſtees (with Conſent, &c.)

to place it out on Securities,

inveſt the ſame or any Part thereof in the Purchaſe of Stock in the Bank of *England*, or of *South-Sea* Annuities, or other publick Stocks or Funds, (except Stock in the *South-Sea* Company and *Eaſt-India* Company) or to depoſit the ſame in the Bank of *England* for ſafe Cuſtody, ſubject to and upon the Truſts aforeſaid; and alſo with ſuch Conſent and Approbation as aforeſaid to ſell and diſpoſe of the ſaid 10000 *l. South-Sea* Annuities, or any Part thereof, and to lend, place, lay out or inveſt the Monies thereby ariſing, or any Part thereof, in like Manner as is herein before mentioned with reſpect to the ſaid principal Sum of 10000 *l.* and from Time to Time to call, receive and take in the Monies to be ſo lent or placed out on Securities as aforeſaid, or to ſell and diſpoſe of the Stocks, Annuities or Funds to be ſo purchaſed as aforeſaid, or any Part thereof, in Manner afore-mentioned, as often as they ſhall think fit, with ſuch Conſent and Approbation as aforeſaid, and ſubject to and upon the Truſts before mentioned. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents in Manner following, that is to ſay, that whatever Sum or Sums of Money ſhall at any Time or Times hereafter during the Continuance of the aforeſaid Truſts, be paid in by Authority of Parliament, or otherwiſe by way of Redemption, or in Part of the Principal or Capital of the aforeſaid 10000 *l. South-Sea* Annuities, or any Part thereof, or of any other Annuities or publick Stocks, Funds or Securities, to be purchaſed with the aforeſaid Truſt-Monies, or any Part thereof, or in or upon which the ſaid Truſt-Monies or any Part thereof ſhall or may in Purſuance of the ſaid Premiſſes, and the Truſts aforeſaid, be lent, laid out and inveſted, or in which the ſame ſhall or may conſiſt, ſhall from Time to Time be paid to and received by the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, or the Truſtee or Truſtees for the Time being for the ſaid Truſt-Monies and Premiſſes; in Truſt to be by him or them again lent, placed, laid out or inveſted, in Manner, and with ſuch Conſent and Approbation as aforeſaid, and ſubject to and upon the Truſts before mentioned, or ſuch of them as ſhall then be ſubſiſting. And further, that in caſe the ſaid *Edward* Earl of *Enden* and *Finchley*, and *George Gore*, or either of them, ſhall happen to die and depart this Life during the Continuance of the ſaid laſt mentioned Truſts, or any of them, then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *Lewis* Lord *Lewſton*, and *Daniel D'Eſte* and *Maria Lewſton*, his intended Wife, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, by any Writing or Writings under his, her or their Hand and Seal, or Hands and Seals, atteſted by two or more credible Witneſſes, to nominate, ſubſtitute or appoint any new Truſtee or Truſtees for the Purpoſes aforeſaid, in the Place and Stead, or Places or Steads of him or them who ſhall ſo happen to die; and ſo from Time to Time, and as often as there ſhall be Occaſion, to nominate, ſubſtitute or appoint any other new Truſtee or Truſtees for the Purpoſes aforeſaid, in the Place and Stead of any ſucceeding Truſtee or Truſtees to be nominated or appointed as aforeſaid, and who ſhall happen to die before the ſame Truſts ſhall be fully performed; and that when and ſo often as any new Truſtee or Truſtees ſhall be nominated or appointed as aforeſaid, the ſaid Truſt-Monies, Annuities and Premiſſes, and all Stocks or Funds in which the ſame or any Part thereof ſhall be then inveſted, and all Securities of what Kind ſoever upon which the ſaid Monies and Premiſſes or any Part thereof ſhall be then lent, or whereby the ſame or any Part thereof ſhall be then ſecured, ſhall immediately after any ſuch Nomination or Appointment of any new Truſtee or Truſtees as aforeſaid, be aſſigned and transferred ſo and in ſuch Sort as that the ſame ſhall be legally and effectually veſted in the ſurviving or former Truſtee (if any ſuch there be) and ſuch new Truſtee or Truſtees, upon the Truſts aforeſaid, or ſuch of them as ſhall be then ſubſiſting; all which new Truſtee or Truſtees ſhall and may from and after he or they ſhall be ſo nominated or appointed as aforeſaid, in all Things act in the Management, Carrying on and Execution of the ſaid laſt mentioned Truſts, every or any of them, in Conjunction with the ſurviving or former Truſtee for the ſame Premiſſes, (if any ſuch there be) as fully and effectually in all Reſpects, and to all Intents and Purpoſes, as if he or they had been originally in and by theſe Preſents nominated or appointed a Truſtee or Truſtees for the Purpoſes aforeſaid, any Thing herein before contained to the contrary notwithſtanding.

(except certain Stocks)

and to call it in, &c.

Provided, that Monies paid off by Parliament, &c.

ſhall be again placed out.

Proviſion for filling up the Number of Truſtees.

The Truſt-Eſtate to be aſſigned, &c. to the new Set of Truſtees,

with like Powers, &c.

This Clauſe of Indemnity to the Truſtees.

ſtanding. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid laſt named Truſtees, Parties hereto, or any new Truſtee or Truſtees to be nominated or appointed as aforeſaid, or any of them, their or any of their Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for any more of the ſaid Truſt-Monies and Premiſſes than he or they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid; nor with or for any Loſs which ſhall happen of the ſame Monies and Premiſſes, or any Part thereof, ſo as ſuch Loſs happen without his or their wilful Default; nor the one of them for the other or others of them, or for the Acts, Deeds, Receipts, Diſburſements or Defaults the one of the other or others of them, but each of them only for his own Acts, Deeds, Receipts, Diſburſements and Defaults. And alſo, that it ſhall and may be lawful for the Truſtees for the Time being for the ſaid Truſt-Monies, Annuities and Premiſſes, and each and every of them, their and each and every of their Executors and Adminiſtrators, in the firſt Place, by and out of the ſame Premiſſes to deduct and reimburſe him and themſelves reſpectively all ſuch Loſs, Coſts, Charges, Damages and Expences, as he, they, or any of them ſhall reſpectively ſuſtain, expend or be put unto, for or by reaſon of the aforeſaid Truſts in relation to the aforeſaid Premiſſes or any of them, or the Management and Execution thereof, or any other Thing in any wiſe relating thereunto. In Witneſs, *&c.*

N° 22. *A Settlement before Marriage, referring to another Deed of this Date. The Wife, with the Huſband's Conſent, releaſes Lands, and aſſigns Terms and Goods to Truſtees, to be at her Diſpoſal; and if no Diſpoſal, to her Brother's Children. Part of the Lands, (comprized in the other Deed) ſubject to her Huſband's Eſtate for Life.*

THIS Indenture tripartite, made the tenth Day of *May Anno Domini* 1721, and in the ſeventh Year of the Reign of our Sovereign Lord *George*, by the Grace of God, of *Great Britain*, *France* and *Ireland*, King, Defender of the

The Parties.

Faith, *&c.* between *Anne Aſh* of *Bidford* in the County of *Cheſter*, Widow, and Relict of *Daniel Aſh*, late of *Bidford* aforeſaid, Gent. deceaſed, and ſole Executrix of his laſt Will and Teſtament, and alſo Reſiduary Legatee and Deviſee therein named, of the firſt Part; *Fulk Fox* of *London*, Merchant, of the ſecond Part; and *Hugh Hart*, of, *&c.* Eſq; and *Kenelm Keat* of *Bidford* aforeſaid, Gent. of the third Part. Whereas a Marriage is intended by the Permiſſion of God ſhortly to be had and ſolemnized between the ſaid *Fulk Fox* and the ſaid *Anne Aſh*. And whereas by Indenture tripartite bearing even Date with theſe Preſents, and made or mentioned to be made between the ſaid *Fulk Fox* of the firſt Part; the ſaid *Anne Aſh* of the ſecond Part; and the ſaid *Hugh Hart* and the ſaid *Kenelm Keat* of the third Part; ſhe the ſaid *Anne Aſh*, in Conſideration of the ſaid intended Marriage, and for other the Conſiderations therein mentioned, hath granted and conveyed all and every her Meſſuages, Lands, Tenements and Hereditaments in *Bidford* aforeſaid, unto the ſaid *Hugh Hart* and *Kenelm Keat*, their Heirs and Aſſigns, to and for the Uſes, Intents and Purpoſes herein after mentioned; that is to ſay, to the Uſe of the ſaid *Anne Aſh* and her Heirs until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then to the Uſe of the ſaid *Hugh Hart* and *Kenelm Keat*, their Heirs and Aſſigns, during the natural Life of her the ſaid *Anne Aſh*, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame Eſtate; and from and after the Deceaſe of the ſaid *Anne Aſh*, then to the Uſe and Behoof of the ſaid *Fulk Fox* and his Aſſigns, for and during the Term of his natural Life; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Hugh Hart* and *Kenelm Keat*, their Heirs and Aſſigns for ever; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame Eſtate. And whereas in Proſpect and Conſideration of the ſaid intended Marriage, it hath been agreed by and between the ſaid *Fulk Fox* and *Anne Aſh*, that notwithſtanding ſuch Marriage, ſhe the ſaid *Anne* ſhould during her Life have

The intended Marriage recited.

Another Deed of this Date recited,

whereby the Wife conveyed Lands, upon Truſts after mentioned.

An Agreement recited, that the Wife ſhall enjoy the Rents of her Lands,

have and enjoy to and for her own ſole and ſeparate Uſe and Benefit, without the Controul or Intermeddling of the ſaid *Fulk Fox*, or being ſubject or liable to his Debts or Engagements, all the Rents and Profits of all and every her Meſſuages, Lands, Tenements and Hereditaments, as well Freehold as Leaſehold; and alſo the Uſe of all her perſonal Eſtate whatſoever, together with full Power, Liberty and Authority for her the ſaid *Anne Aſh*, at any Time or Times hereafter, notwithſtanding her Coverture, at her own free Will and Pleaſure to diſpoſe of all and ſingular her Meſſuages, Lands, Tenements, Hereditaments, and other her real and perſonal Eſtate, or any Part or Parts thereof, in ſuch Manner, and for ſuch Uſes and Purpoſes as ſhe, whether married or ſole, ſhould think fit, (ſubject only to the Eſtate for Life of the ſaid *Fulk Fox* in the Premiſſes in *Bidford* aforeſaid). Now this Indenture witneſſeth, that in Purſuance of the ſaid recited Agreement, and for the Ends, Intents and Purpoſes afore mentioned, and for and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Anne Aſh* in Hand paid by the ſaid *Hugh Hart* and *Kenelm Keat*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Anne Aſh*, by and with the Privity, Conſent and Agreement of the ſaid *Fulk Fox*, teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents, hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Hugh Hart* and *Kenelm Keat*, their Heirs and Aſſigns, all that the Manor and Lordſhip, or reputed Manor or Lordſhip of *Luvan*, with the Rights, Members and Appurtenances thereof or thereunto belonging, or therewith uſed or enjoyed in the Pariſh of *Marran* or elſewhere in the County of *Norfolk*; and alſo all that Capital Meſſuage or Farm-Houſe, and all Lands, Tenements and Hereditaments thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying and being in the ſaid Pariſh of *Marran* in the ſaid County of *Norfolk*, and now or late in the Poſſeſſion or Occupation of *Oliver Ort*, his Undertenants or Aſſigns; and alſo all that Meſſuage or Tenement, with the Appurtenances, commonly called or known by the Name of *Pule Place*, together with the Work-houſe, Barns, Stables, Gardens, Orchards, and ſeveral Cloſes and Pieces or Parcels of Arable, Meadow and Paſture Ground, with the Appurtenances, to the ſame Meſſuage belonging or appertaining, or therewith letten, uſed or enjoyed, ſituate, lying and being in the Pariſh of *Quigg* in the County of *Suffolk*; and all thoſe three Pieces or Parcels of Land, with the Appurtenances, commonly called or known by the Name of *South Land*, lying and being in the ſaid Pariſh of *Quigg*; which ſaid laſt mentioned Meſſuage or Tenement, Lands, Grounds and Hereditaments, now are or late were in the Poſſeſſion or Occupation of *Titus Truby*, his Undertenants or Aſſigns; and alſo all thoſe two Meſſuages or Tenements, with the Out-houſes, Stables, Coach-houſes, Yards, Gardens, Orchards, Ground and Hereditaments thereunto belonging or in any wiſe appertaining, or therewith or with either of them uſed, occupied, poſſeſſed or enjoyed, ſituate, lying and being in or near [*Here more Parcels in a third County*] And all other the Meſſuages, Lands, Tenements, Ground and Hereditaments of her the ſaid *Anne Aſh*, or whereof or wherein ſhe, or any Perſon or Perſons in Truſt for her, is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder, or Expectancy, ſituate, ſtanding, lying or being within the ſaid ſeveral Counties of *Norfolk*, *Suffolk*, and *Cheſter*, or any of them, or elſewhere in the Kingdom of *Great Britain*; all which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *Hugh Hart* and *Kenelm Keat*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Anne Aſh* for the Term of one whole Year, in Conſideration of 10*s.* by Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of her the ſaid *Anne Aſh*, of, in, to or out of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof; to have and to hold the ſaid Manor, Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular

and the Uſe of her perſonal Eſtate, ſeparate, &c. with Liberty to diſpoſe, &c.

ſubject to her Huſband's Eſtate for Life, in Part.

The Wife,

with the Huſband's Conſent,

grants, releaſes, &c. to Truſtees.

The Parcels.

General Words.

Bargain, &c. for a Year mentioned.

General Words.

Habendum

ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Hugh Hart* and *Kenelm Keat* and their Heirs, to the Uſe of the ſaid *Hugh Hart* and *Kenelm Keat*, and of their Heirs and Aſſigns for ever; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame. And whereas the ſaid *Anne Aſh* is and ſtands poſſeſſed of and intitled unto the Reſidue of ſeveral long Terms for Years yet to come and unexpired of and in the ſeveral Leaſehold Meſſuages or Tenements, Ground and Hereditaments herein after mentioned or intended to be aſſigned; that is to ſay, of and in all thoſe four ſeveral Meſſuages or Tenements, with their Appurtenances, ſituate, ſtanding or being in or near [*Here the Parcels and Deſcriptions*] in the ſaid County of *Cheſter*. Now this Indenture further witneſſeth, that in further Purſuance of the ſaid recited Agreement, and for the Conſiderations aforeſaid, ſhe the ſaid *Anne Aſh*, with the like Privity and Conſent of the ſaid *Fulk Fox*, teſtified as aforeſaid, hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, ſell, aſſign and ſet over unto the ſaid *Hugh Hart* and *Kenelm Keat*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid ſeveral Leaſehold Meſſuages or Tenements, Ground and Hereditaments and Premiſſes before mentioned; and all other the Leaſehold Meſſuages or Tenements, Ground and Hereditaments whatſoever of her the ſaid *Anne Aſh* within the ſaid County of *Cheſter*, or elſewhere in *England*; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid ſeveral Leaſehold Meſſuages or Tenements, Ground, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property Claim, and Demand whatſoever, both in Law and Equity, of the ſaid *Anne Aſh*, of, in, to or out of the ſame Meſſuages or Tenements, Ground, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid ſeveral Leaſehold Meſſuages or Tenements, Ground, Hereditaments and other the ſaid laſt mentioned Premiſſes, with their and every of their Appurtenances, unto the ſaid *Hugh Hart* and *Kenelm Keat*, their Executors, Adminiſtrators and Aſſigns from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſeveral and reſpective Terms of Years therein, (ſubject to the Rents and Covenants in the ſeveral Indentures of Leaſe of the ſame Premiſſes reſpectively reſerved and contained) upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that as well the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted, releaſed and aſſigned to the ſaid *Hugh Hart* and *Kenelm Keat*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively as aforeſaid, as alſo the ſaid Eſtate of and in the ſaid Meſſuages, Lands, Tenements and Hereditaments in *Bidford* aforeſaid, by the ſaid recited Indenture tripartite ſo limited to them the ſaid *Hugh Hart* and *Kenelm Keat*, their Heirs and Aſſigns, during the natural Life of her the ſaid *Anne Aſh* as aforeſaid, and the ſaid Eſtate of and in the ſame Premiſſes in *Bidford* aforeſaid, by the ſame Indenture limited, to the Uſe of them the ſaid *Hugh Hart* and *Kenelm Keat*, their Heirs and Aſſigns, from and after the Deceaſe of the ſaid *Fulk Fox* as aforeſaid, are and were ſo granted, releaſed and limited to them reſpectively, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, upon Truſt, that they the ſaid *Hugh Hart* and *Kenelm Keat*, their Executors, Adminiſtrators and Aſſigns reſpectively, ſhall and do from Time to Time, during the Life of the ſaid *Anne Aſh*, pay and diſpoſe of the clear Rents, Iſſues and Profits of all the ſaid Manors, Meſſuages, Tenements, Hereditaments and Premiſſes, unto ſuch Perſon or Perſons, and in ſuch Parts and Proportions, Manner and Form, as ſhe the ſaid *Anne Aſh* ſhall from Time to Time, notwithſtanding her Coverture, by any Writing or Writings under her Hand direct or appoint, to the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts or Engagements of the ſaid *Fulk Fox* her intended Huſband, but only at her own ſole and ſeparate Diſpoſe. And in Default of, and until ſuch

upon Truſts after, &c.

Recital that the Wife is poſſeſſed, &c. of Terms for Years.

She, with the Huſband's Conſent,

aſſigns them to Truſtees.

General Words.

Habendum

(ſubject to Rents and Covenants) upon Truſts after, &c.

The Truſts of the Freeholds declared

during her Life, to pay the Rents,

as ſhe ſhall appoint;

not ſubject to the Controul of her Huſband.

Direction and Appointment, to the proper Hands of the ſaid *Anne Aſh*; or otherwiſe ſhall and do permit and ſuffer her to receive and take the ſame to and for her own ſole and ſeparate Uſe and Benefit; whoſe Receipt under her Hand ſhall from Time to Time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipt ſhall be given. And upon this further Truſt, that they the ſaid *Hugh Hart* and *Kenelm Keat*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, ſhall and do diſpoſe of all and every the aforeſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes (ſubject to the Eſtate for Life of the ſaid *Fulk Fox* of and in the Premiſſes in *Bidford* aforeſaid) unto ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, and charged or chargeable with ſuch Rents, Annuities, Sum or Sums of Money payable either annually or otherwiſe, and in ſuch Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Anne Aſh*, ſhall from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned, ſealed or publiſhed in the Preſence of three or more credible Witneſſes, direct, limit or appoint: And in Default of ſuch Direction, Limitation or Appointment, then to and amongſt ſuch Child or Children of *Kenrick Ker* deceaſed, late Brother of her the ſaid *Anne Aſh*, as ſhall be living at the Time of her Deceaſe, and the Heirs, Executors, Adminiſtrators and Aſſigns of ſuch Child or Children reſpectively. And this Indenture further witneſſeth, that in further Purſuance of the ſaid recited Agreement, and for the Conſiderations aforeſaid, ſhe the ſaid *Anne Aſh*, with the like Privity and Conſent of the ſaid *Fulk Fox*, teſtified as aforeſaid, doth hereby grant, aſſign, transfer and ſet over unto the ſaid *Hugh Hart* and *Kenelm Keat*, all and every the Goods, Chattels, Houſhold-Stuff, Plate, Jewels, Rings, and other Things in the Schedule hereunto annexed particularly mentioned, and all other the perſonal Goods and Chattels of her the ſaid *Anne Aſh*; To have, hold, receive, take and enjoy the ſame, and every Part thereof, unto the ſame *Hugh Hart*, and *Kenelm Keat*, their Executors, Adminiſtrators and Aſſigns, together with full Power, Licence and Authority to aſk, demand, ſuffer, recover and receive the ſame, and every Part thereof; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; (that is to ſay) upon Truſt to permit and ſuffer her the ſaid *Anne Aſh*, from Time to Time, and at all Times hereafter, notwithſtanding her Coverture, or whether ſhe ſhall be ſole or married, to have, uſe, enjoy and wear the ſame, or any of them, and to give away and diſpoſe of the ſame, and every or any Part thereof, at her free Will and Pleaſure, by any Writing or Writings under her Hand; it being the true Intent and Meaning of theſe Preſents, that the ſame or any Part thereof, ſhall not be under the Controul of the ſaid *Fulk Fox* her intended Huſband, or ſubject or liable to his Debts or Engagements. And in Default of ſuch Diſpoſition, then upon Truſt that they the ſaid *Hugh Hart* and *Kenelm Keat*, and their Executors, Adminiſtrators, or Aſſigns, ſhall and do deliver the ſame, or ſuch Part thereof, whereof no ſuch Diſpoſition ſhall be made as aforeſaid, to ſuch Child or Children of the ſaid *Kenrick Ker*, as ſhall be living at the Time of the Deceaſe of her the ſaid *Anne Aſh* as aforeſaid, his, her or their Executors or Adminiſtrators. And the ſaid *Fulk Fox* doth hereby for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Hugh Hart* and *Kenelm Keat*, their Executors, Adminiſtrators and Aſſigns, that he the ſaid *Fulk Fox* ſhall not nor will at any Time hereafter obſtruct or hinder the ſaid *Anne* his intended Wife in the making ſuch Diſpoſition, Direction, Limitation or Appointment of the Premiſſes, or any Part thereof; but that his Heirs, Executors and Adminiſtrators, ſhall and will at any Time or Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *Hugh Hart* and *Kenelm Keat*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, make, do and execute any further or other lawful and reaſonable Act, Deed or Thing, Acts, Deeds or Things, as well for the better enabling her thereunto, as

If no Appintment, to her own Hands.

Her Receipt to be ſufficient.

And to diſpoſe of Part (ſubject to the Huſband's Life Eſtate)

as the Wife ſhall appoint.

And in Default of Appointment, to the Children of her Brother deceaſed.

The Wife, with the Huſband's Conſent,

aſſigns Goods, &c. in a Schedule, &c.

(Power to recover, &c.)

upon Truſt to permit her to uſe and diſpoſe.

If no Diſpoſition, then to her Brother's Children.

The Huſband covenants not to obſtruct,

but to do Acts to eſtabliſh the Diſpoſition, &c.

as for the further and better granting, conveying, aſſigning and aſſuring all and every or any the Premiſſes unto the ſaid *Hugh Hart* and *Kenelm Keat*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively in Manner aforeſaid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively, in Manner aforeſaid. And laſtly, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Hugh Hart* and *Kenelm Keat*, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, in the firſt Place, by and out of the Premiſſes to deduct and reimburſe themſelves and every of them all ſuch Loſs, Coſts, Charges, Damages and Expences, as they and every or any of them ſhall be put unto or ſuſtain, for or by Reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereto. In Witneſs, *&c.*

The Truſtees may reimburſe themſelves.

See **Marriage-Articles** before. And for **Settlements** after **Marriage**, See **Settlements.**

Memorials. See **Purchaſes.**

Mortgages.

Nº 1. *A Mortgage from one to one, by a Demiſe of Houſes, &c. for Years.*

THIS Indenture made the tenth Day of *May Anno Domini* 1732. and in the fifth Year of the Reign, *&c.* between *Andrew Archer* of *London*, Eſq; of the one Part, and *Bryan Bray* of *London*, Eſq; of the other Part, witneſſeth, that for and in Conſideration of the Sum of 500 *l.* of lawful Money of *Great Britain* to the ſaid *Andrew Archer* in Hand paid by the ſaid *Bryan Bray*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Andrew Archer* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Bryan Bray*, his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *Andrew Archer* hath granted, bargained, ſold and demiſed, and by theſe Preſents doth grant, bargain, ſell and demiſe unto the ſaid *Bryan Bray*, his Executors, Adminiſtrators and Aſſigns, all thoſe ſeveral Meſſuages, Tenements or Dwelling-houſes, Buildings, Ground, and Hereditaments of him the ſaid *Andrew Archer*, ſituate, ſtanding or being on the South-Eaſt Side of a certain Street in *Cleden* in the County of *Devon*, called *Egar-ſtreet*, and herein after particularly mentioned; that is to ſay, one Meſſuage or Dwelling-houſe, with the Stables and Appurtenances thereunto belonging, or therewith uſed and enjoyed, now or late in the Holding or Occupation of *Francis Fry*, Yeoman, his Undertenants or Aſſigns, another Meſſuage or Dwelling-houſe, with the Appurtenances, now or late in the Holding or Occupation of *Gilbert Gale*, Merchant, his Undertenants or Aſſigns, [*Many other Parcels*] and all other the Meſſuages, Tenements or Dwelling-houſes, Buildings, Ground and Hereditaments, with their and every of their Rights, Members and Appurtenances of him the ſaid *Andrew Archer*, ſituate, ſtanding, lying or being in *Cleden* aforeſaid in the ſaid County of *Devon*, together with all Ways, Waters, Lights, Eaſements, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuages or Dwelling-houſes, Buildings, Ground, Hereditaments and Premiſſes, or any of them belonging or in any wiſe appertaining, or therewith uſed, occupied, poſſeſſed or enjoyed; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Meſſuages, Tenements or Dwelling-houſes, Buildings, Ground,

The Conſideration.

The Grant, *&c.* and Demiſe.

The Parcels,

and all other Meſſuages there, *&c.*

Habendum

Ground, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Bryan Bray*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date hereof, for and during the full Time and Term, and unto the full End and Term of one thouſand Years from thence next enſuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte; yielding and paying therefore the Rent of a Pepper-Corn on the Feaſt-Day of St. *Michael* the Archangel in every Year, if the ſame ſhall be lawfully demanded. Provided always, and upon Condition nevertheleſs, that if the ſaid *Andrew Archer*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid, unto the ſaid *Bryan Bray*, his Executors, Adminiſtrators or Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, the full and juſt Sum of 510 *l.* of lawful Money of *Great Britain*, upon the tenth Day of *November* next enſuing the Date hereof, without any Deduction, Defalcation or Abatement out of the ſame, or any Part thereof, for or in reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Matter, Cauſe or Thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the Premiſſes, or any of them, or upon the ſaid *Bryan Bray*, his Executors, Adminiſtrators and Aſſigns, or any of them, for or in reſpect thereof, by Authority of Parliament or otherwiſe howſoever, then and in ſuch Caſe, and at all Times from thenceforth, theſe Preſents, and the Term and Eſtate hereby granted, and every Clauſe and Sentence herein contained ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein contained to the contrary notwithſtanding. And the ſaid *Andrew Archer* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Bryan Bray*, his Executors, Adminiſtrators and Aſſigns, in Manner following (that is to ſay) that he the ſaid *Andrew Archer*, his Heirs, Executors, or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Bryan Bray*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 510 *l.* at ſuch Time and Place, and in ſuch Manner and Form, as are herein before mentioned for Payment thereof; without any Deduction or Abatement out of the ſame, or any Part thereof, for Taxes or otherwiſe as aforeſaid, according to the Purport of the aforeſaid Proviſo, and the true Intent and Meaning of theſe Preſents; and alſo that he the ſaid *Andrew Archer* is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee of and in the ſaid Meſſuages or Dwelling-Houſes, Buildings, Ground, Hereditaments and Premiſſes, of a good, ſure, lawful, abſolute and indefeaſible Eſtate and Inheritance in Fee-ſimple to him and his Heirs, without any Reverſion or Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame. And alſo that he the ſaid *Andrew Archer* hath at the Time of the Enſealing and Delivery hereof in himſelf good Right, full Power, and lawful and abſolute Authority to grant and demiſe the ſaid Meſſuages or Dwelling-Houſes, Buildings, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Bryan Bray*, his Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of one thouſand Years as aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents. And further, that it ſhall and may be lawful to and for the ſaid *Bryan Bray*, his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 510 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuages or Dwelling-Houſes, Buildings, Hereditaments and Premiſſes, and to receive and take the Rents and Profits thereof, and of every Part thereof, for and during all the Reſidue which ſhall be then to come and unexpired of the ſaid Term of one thouſand Years, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Andrew Archer*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Andrew Archer*, his Heirs, Executors, or Adminiſtrators, well and ſufficiently ſaved, defended,

to the Mortgagee, his Executors, &c. for one thouſand Years, *ſans* Waſte, at a Pepper-Corn Rent. Proviſo to be void on Payment of 510 *l.* at a certain Time and Place.

Covenant for true Payment,

and that the Mortgagor is ſeiſed in Fee,

and that he has good Right, &c. to demiſe, &c.

and that after Default of Payment the Mortgagee may enter and enjoy,

free from Incumbrances,

fended, kept harmleſs and indemnified, of, from and againſt all and ſingular former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered out by the ſaid *Andrew Archer*, his Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever. And moreover, that he the ſaid *Andrew Archer* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Meſſuages or Dwelling-Houſes, Buildings, Hereditaments and Premiſſes, or any of them, or any Part thereof, ſhall and will from Time to Time, and at all Times, from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 510 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, upon every reaſonable Requeſt, at the proper Coſts and Charges in the Law of the ſaid *Bryan Bray*, his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of all and ſingular the ſaid Meſſuages or Dwelling-Houſes, Buildings, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Bryan Bray*, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſidue which ſhall be then to come of the ſaid Term of one thouſand Years, without Impeachment of Waſte, diſcharged of the aforeſaid Proviſo for Redemption of the Premiſſes, or any Equity thereupon, as by the ſaid *Bryan Bray*, his Executors, Adminiſtrators and Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required. And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in the mean Time, and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 510 *l.* or ſome Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, it ſhall and may be lawful to and for the ſaid *Andrew Archer* and his Heirs peaceably and quietly to have, hold and enjoy all and ſingular the ſaid Meſſuage or Dwelling-Houſes, Buildings, Hereditaments and Premiſſes, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Bryan Bray*, his Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under him or them, or any of them. In witneſs, *&c.*

and for further Aſſurances on Requeſt, (after Default of Payment) to make the Term abſolute and irredeemable.

In the mean Time the Mortgagor to enjoy.

N° 2. *A Mortgage in Fee; this being a Deed of Releaſe, and containing an Aſſignment by a Truſtee of Terms to attend the Inheritance, to a Truſtee for the Mortgagee. Intereſt to be only at* 4 l. 10 s. per Cent. *if paid within a ſhort Day.*

THIS Indenture quadrupartite, made the fourth Day of *Auguſt Anno Domini* 1731, and in the fifth Year of the Reign of our Sovereign Lord *George*, *&c.* between *Adam Aſhall* of the City of *York*, Gent. of the firſt Part, *Bevil Bond* of the City of *York* aforeſaid, Goldſmith, of the ſecond Part, *Charles Cove* of *Desford* in the County of *Eſſex*, Gent. of the third Part, and *Francis Fox* of the Pariſh of *Grafton* in the ſaid County of *Eſſex*, Gent. of the fourth Part, witneſſeth, That for and in Conſideration of the Sum of 2000 *l.* of lawful Money of *Great Britain*, to the ſaid *Adam Aſhall* in Hand paid by the ſaid *Charles Cove* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Adam Aſhall* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Charles Cove*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *Adam Aſhall* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Charles Cove*, his Heirs and Aſſigns, all that Capital Meſſuage or Tenement, ſituate,

The Conſideration

and Grant, *&c.*

lying and being in *Hilden* in the Pariſh of *Ipſley* in the ſaid County of *York*, late or ſometime in the Tenure or Occupation of *Kenrick Kind*, his Aſſigns, Leſſees or Under-tenants; and all thoſe ſeven other Meſſuages, Cottages or Tenements, ſituate, lying and being in the Pariſh of *Ipſley* aforeſaid, late or ſometime in the ſeveral Tenures, Poſſeſſions or Occupations of *Luke Law*, *Mark Man*, *Noah Noaks*, *Owen Old*, *Peter Power*, *Ralph Rock* and *Simon Slide*, or ſome or one of them, their or ſome or one of their Aſſigns, Leſſees or Under-tenants; and alſo all Outhouſes, Barns, Stables, Gardens, Orchards, Arable Lands, Meadow and Paſture-grounds, Woods, Wood-Grounds, Commons, Hereditaments and Appurtenances whatſoever, to the ſaid Capital Meſſuage, Meſſuages, Cottages, or Tenements and Hereditaments, or any of them belonging or appertaining, or therewith uſually held, occupied or enjoyed, and which together with the ſame Meſſuages, Cottages or Tenements, are herein after more particularly mentioned and deſcribed; that is to ſay, one little Grove lying near to the ſaid Capital Meſſuage, and containing by Eſtimation three Quarters of an Acre, more or leſs; all that Piece of Paſture-ground commonly called or known by the Name of *Tyd-Croft*, containing by Eſtimation ten Acres, more or leſs [*Here follow more Parcels*]; and all thoſe twenty Acres of Arable Land lying diſperſedly in a certain Field called *Upton Field*, and all that one Orchard commonly called or known by the Name of *Welley Orchard*, containing by Eſtimation five Acres, be the ſame more or leſs; all which ſaid Lands, Hereditaments and Premiſſes laſt mentioned, are lying and being in or near *Hilden* aforeſaid, and together with the ſaid Capital Meſſuage, now are or late were in the Tenure, Poſſeſſion or Occupation of *Zacharias Zell*, his Aſſigns, Leſſees or Under-tenants, at and under the yearly Rent of 130*l.* and all thoſe eighteen Acres of Arable Land, Meadow and Paſture Ground, lying and being within the Pariſh of *Ipſley* aforeſaid, commonly called or known by the Name of *Abel Ark's Grounds*, and now or late in the Tenure, Poſſeſſion or Occupation of the ſaid *Abel Ark*, his Aſſigns, Leſſees or Under-Tenants, at and under the yearly Rent of 18*l.* [*Here many other Parcels*] or by whatſoever other Name or Names or Deſcriptions the ſaid Meſſuages or Tenements, Cottages, Lands, Hereditaments and Premiſſes, or any of them, are or have been called or known or diſtinguiſhed, or howſoever otherwiſe butted, bounded or deſcribed, or what other Quantities or Numbers of Acres the ſaid Parcels of Land and Premiſſes or any of them do contain; and alſo all thoſe three Cloſes of Paſture-Ground lying and adjoining the one unto the other, and commonly called *Brackley's Grounds*, containing in the whole by Eſtimation ten Acres, be the ſame more or leſs, abutting on the Highway leading from *Upton Field* towards *Charlton* on the North-Weſt Side, and on a common Field called *Dawbycroft* on the South-Eaſt Side thereof, and adjoining to *Dawbycroft Lane* on the North-End, and to the ſaid Field called *Dawbycroft* on the South-End thereof, which ſaid three Cloſes of Paſture-Ground are lying and being in the Tithing of *Ewell* in the Pariſh of *Ipſley* aforeſaid, [*Here more Parcels*] and all Ways, Paths, Paſſages, Waters, Watercourſes, Eaſements, Trees, Woods, Underwoods, Hedges, Hedgerows, Pools and Ditches, and the Ground and Soil thereof, Commons, Common of Paſture, Profits, Privileges, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuages or Tenements, Cottages, Lands, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any Part thereof belonging or in any wiſe appertaining, or to or with the ſame or any Part thereof now or at any Time heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof; and all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Adam Aſhall* in or near the Pariſh of *Ipſley* aforeſaid in the ſaid County of *York*, with their and every of their Appurtenances; (all which ſaid Capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Charles Cove*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Adam Aſhall* for the Term of one whole Year, in Conſideration of 5*s.* to him paid by the ſaid *Charles Cove*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for tranferring Uſes into Poſſeſſion made and provided); and the Reverſion and

The Parcels.

General Words.

Bargain, &c. for a Year mentioned.

General Words.

Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Adam Aſhall*, of, in, to or out of the ſame Capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes, or any Part or Parcel thereof; To have and to hold the ſaid Capital Meſſuage, Meſſuages, Cottages, Lands, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Charles Cove*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Charles Cove*, and of his Heirs and Aſſigns for ever, ſubject to the Proviſo and Agreement for the Redemption of the Premiſſes next herein after mentioned and contained; that is to ſay, Provided always nevertheleſs, and it hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that if the ſaid *Adam Aſhall*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly, or cauſe to be paid, unto the ſaid *Charles Cove*, his Executors, Adminiſtrators or Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, the full and juſt Sum of 2100 *l.* of lawful Money of *Great Britain*, without any Deduction or Abatement out of the ſame or any Part thereof, for or in reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Matter, Cauſe or Thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the ſaid Capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes, or any Part thereof, or upon the ſaid *Charles Cove*, his Heirs, Executors, Adminiſtrators or Aſſigns, in reſpect thereof, by Authority of Parliament, or otherwiſe howſoever, in Manner following; that is to ſay, the Sum of 50 *l.* Part thereof, upon the fourth Day of *February* next enſuing the Date hereof, and the Sum of 2050 *l.* Reſidue, and in full Payment of the ſaid Sum of 2100 *l.* upon the fourth Day of *Auguſt* then next enſuing, and which will be in the Year of our Lord 1732. then and in ſuch Caſe he the ſaid *Charles Cove*, his Heirs or Aſſigns, ſhall and will at any Time or Times then after, upon the Requeſt, and at the Coſts and Charges in the Law of the ſaid *Adam Aſhall* or his Heirs, reconvey the ſaid Capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *Adam Aſhall*, his Heirs and Aſſigns, or as he or they ſhall in that Behalf direct or appoint, free from all Incumbrances made or done, or to be made or done by the ſaid *Charles Cove*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim, from, by or under him, them, or any of them, any Thing herein contained to the contrary notwithſtanding. And the ſaid *Adam Aſhall* doth hereby for himſelf, his Heirs, Executors or Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Charles Cove*, his Heirs, Executors, Adminiſtrators and Aſſigns, in Manner and Form following; that is to ſay, that he the ſaid *Adam Aſhall*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Charles Cove*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 2100 *l.* at ſuch Times and Place, and in ſuch Manner and Form, as are herein before mentioned for Payment thereof, without any Deduction or Abatement for Taxes or otherwiſe, as aforeſaid, according to the Purport of the aforeſaid Proviſo, and the true Intent and Meaning of theſe Preſents; and alſo ſhall and will at his and their own proper Coſts and Charges bear, ſatisfy and pay all ſuch Taxes, Charges, Aſſeſſments and Payments as aforeſaid; and thereof and therefrom ſhall and will ſave, defend and keep harmleſs and indemnified the ſaid *Charles Cove*, his Heirs, Executors, Adminiſtrators and Aſſigns, and the ſaid Sum of 2100 *l.* and every Part thereof. And further, that it ſhall and may be lawful to and for the ſaid *Charles Cove*, his Heirs and Aſſigns, from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 2100 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Meaning of theſe Preſents, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, and to receive and take the

Habendum to the Mortgagee in Fee, redeemable.

Proviſo for Redemption.

The Mortgagor covenants to pay the Money,

and Taxes, &c.

And that in Default of Payment the Mortgagee may enter and enjoy the Premiſſes,

Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Adam Aſhall*, his Heirs or Aſſigns, of or by any other Perſon or Perſons whomſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Adam Aſhall*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, form and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered, by the ſaid *Adam Aſhall*, his Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever. And moreover, that he the ſaid *Adam Aſhall* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſaid Capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby conveyed, or any Part thereof, ſhall and will from Time to Time, and at any Time or Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 2100*l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Charles Cove*, his Heirs, Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of the ſame Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Charles Cove*, his Heirs and Aſſigns, to his and their Uſe, freed and abſolutely diſcharged of and from the aforeſaid Proviſo or Agreement for Redemption of the Premiſſes, or any Part thereof, and all Equity thereupon, as by the ſaid *Charles Cove*, his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required. And whereas by Indenture of Releaſe quadrupartite, bearing Date on or about the third Day of *February* which was in the Year of our Lord 1721, and made or mentioned to be made between the ſaid *Simon Slide* of the firſt Part, *Francis Fell*, Gent. and *Gregory Aſhall*, Gent. of the ſecond Part, *Hugh Fell*, Gent. of the third Part, and the ſaid *Adam Aſhall* of the fourth Part, and by a Common Recovery therein agreed to be ſuffered, and which hath ſince been ſuffered accordingly, moſt Part of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby conveyed, were *(inter alia)* limited to the Uſe of the ſaid *Adam Aſhall*, his Executors, Adminiſtrators and Aſſigns, for the Term of one thouſand Years from thenceforth next enſuing, without Impeachment of Waſte, ſubject to Redemption as therein is mentioned. And whereas by Indenture tripartite, bearing Date on or about the ſecond Day of *Auguſt* which was in the Year of our Lord 1722, and made or mentioned to be made between the ſaid *Simon Slide* and *Joan Slide* his Mother, of the firſt Part, the ſaid *Adam Aſhall* of the ſecond Part, and *Kennedy Keate*, Eſq; and *Luke Lord*, Gent. of the third Part, moſt Part of the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, were *(inter alia)* from and after the Expiration or ſooner Determination of the ſaid Term of one thouſand Years limited to the Uſe of the ſaid *Adam Aſhall*, his Executors, Adminiſtrators and Aſſigns, for the further Term of five hundred Years, without Impeachment of Waſte, ſubject to Redemption, as therein is mentioned. And whereas by Indenture tripartite of Aſſignment, bearing Date on or about the thirtieth Day of *November* which was in the Year of our Lord 1726, and made or mentioned to be made between the ſaid *Adam Aſhall* of the firſt Part, the ſaid *Simon Slide* and *Joan Slide* of the ſecond Part, and the ſaid *Bevil Bond* of the third Part, the ſaid Meſſuages or Tenements, Hereditaments and Premiſſes,

free from Incumbrances, &c.

and, after Default of Payment, to make further Aſſurances.

An Indenture of Releaſe recited,

and a Common Recovery,

and a Term of one thouſand Years created, and an Indenture tripartite,

raiſing a further Term of five hundred Years;

and another Indenture tripartite,

assigning and confirming the former Terms, in Truſt (as to Part) to attend the Inheritance.

The Mortgagor's Truſtee of the Terms aſſigns them to the Truſtee of the Mortgagee.

Premiſſes in the ſame Terms comprized, were aſſigned, ratified and confirmed unto the ſaid *Bevil Bond*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid two ſeveral Terms of one thouſand Years and five hundred Years therein, in Truſt (as to ſuch Part of the ſame Premiſſes as were then contracted for and agreed to be purchaſed by the ſaid *Adam Aſhall* of and from the ſaid *Simon Slide* and *Joan Slide)* for the ſaid *Adam Aſhall*, his Heirs and Aſſigns, and to attend the Freehold and Inheritance of the ſame Premiſſes. Now this Indenture further witneſſeth, that for the Conſideration aforeſaid, and for the further and better ſecuring the Repayment of the ſaid Sum of 2000*l.* and Intereſt as aforeſaid, and alſo for and in Conſideration of the Sum of 10*s.* of like lawful Money to the ſaid *Bevil Bond*, in Hand paid by the ſaid *Francis Fox*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Bevil Bond*, at the Requeſt, and by the Direction and Appointment of the ſaid *Adam Aſhall*, (teſtified by his being a Party to and executing theſe Preſents) hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth (at the Nomination of the ſaid *Charles Cove)* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Francis Fox*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, which in and by the ſaid laſt recited Indenture tripartite of Aſſignment were aſſigned and confirmed unto the ſaid *Bevil Bond*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Adam Aſhall*, his Heirs and Aſſigns as aforeſaid, with their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term and Terms for Years, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Bevil Bond*, of, in, to or out of the ſame Meſſuages, Lands, Hereditaments and Premiſſes, every or any Part thereof, by Virtue of the ſame Indenture, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Francis Fox*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid two ſeveral Terms of one thouſand Years and five hundred Years therein; in Truſt nevertheleſs for the ſaid *Charles Cove*, his Executors, Adminiſtrators and Aſſigns, for the further and better ſecuring to him and them the Payment of the ſaid Principal Sum of 2000*l.* and Intereſt for the ſame in Manner aforeſaid, according to the Purport of the aforeſaid Proviſo, and the true Intent and Meaning of theſe Preſents, and ſubject to the Redemption aforeſaid. And the ſaid *Bevil Bond* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Francis Fox*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Bevil Bond* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby aſſigned, or any Part thereof, or the ſaid two ſeveral Terms of one thouſand Years and five hundred Years therein, or either of them, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And it is hereby declared and agreed by and between the ſaid *Charles Cove* and *Adam Aſhall*, that in the mean Time and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 2100*l.* or ſome Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *Adam Aſhall*, his Heirs and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and conveyed, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Charles Cove*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him or them. And laſtly, the ſaid *Charles Cove* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Adam Aſhall*, his Heirs, Executors and Adminiſtrators, that if he the ſaid *Adam Aſhall*,

Habendum

in Truſt, &c.

and covenants that he hath not done any Thing to impeach them.

A Covenant that the Mortgagor ſhall enjoy till Default of Payment.

Covenant that upon Payment of 4*l.* 10*s.* *per Cent.*

Aſhall, his Heirs, Executors or Adminiſtrators, do and ſhall yearly and every Year from Time to Time, and for ſo long Time as the ſaid Principal Sum of 2000 *l.* or any Part thereof ſhall remain due and owing to the ſaid *Charles Cove*, his Executors, Adminiſtrators and Aſſigns upon this preſent Mortgage and Security, well and truly pay, or cauſe to be paid, unto the ſaid *Charles Cove*, his Executors, Adminiſtrators or Aſſigns, by equal Half-yearly Payments upon every fourth Day of *February* and fourth Day of *Auguſt* in every Year, or within one Calendar Month next after every of the ſame reſpective Half-yearly Days of Payment, the yearly Sum of 90 *l.* of lawful Money of *Great Britain*, for the Intereſt of the ſaid whole Principal Sum of 2000 *l.* (being after the Rate of 4 *l.* 10 *s.* *per Cent. per Annum*) and ſo proportionably and after that Rate for ſo much of the ſaid Sum of 2000 *l.* as ſhall then remain due or owing; then and in ſuch Caſe, and not otherwiſe, he the ſaid *Charles Cove*, his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time receive and accept of the ſame, in Lieu and full Satisfaction of and for the Intereſt of the ſaid Principal Sum of 2000 *l.* after the Rate of 5 *l.* *per Cent. per Annum*, herein before provided and covenanted to be paid for the ſame Principal Sum, and ſhall and will from Time to Time give Receipts and Diſcharges for the ſame accordingly, as if the whole Intereſt of the ſaid 2000 *l.* after the Rate of 5 *l. per Cent. per Annum* were actually paid; any Covenant, Proviſo or Agreement herein before contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, *&c.*

(within a ſhort Day, and not otherwiſe) the Mortgagee will accept it in full of the Intereſt.

A Mortgage in Fee of Manors, &c. a Rectory Impropriate, Glebe Lands, Tithes, &c. which were before mortgaged in Fee. In this Deed the Mortgagor and former Mortgagee join; and the Mortgagor receives a farther Sum of Money. Policies of Aſſurance aſſigned. N° 3.

THIS Indenture tripartite, made the fifth Day of *July Anno Domini* 1732, and in the ſixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God of *Great Britain*, *&c.* between *Abel Andy* the Elder, of *Andill* in the County of *Bedford*, Eſq; *Benjamin Bell*, Clerk, Rector of *Bellfield* in the County of *Bucks*, and *Cæſar Cuſt* of *Crowton* in the Pariſh of *Crowton* in the County of *Cambridge*, Gent. Adminiſtrator, with the Will annexed of *Daniel Ducy*, late of *Hatton-Garden* in the Pariſh of St. *Andrew's Holbourn* in the County of *Middleſex*, Eſq; deceaſed of the firſt Part, *Edmund Ewell* of, *&c.* Eſq; Brother and Heir of *Francis Ewell* of, *&c.* deceaſed, of the ſecond Part, and *Geoffry Gyles* of *Lincoln's Inn* in the County of *Middleſex*, Eſq; of the third Part. Whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the twenty-fourth and twenty fifth Days of *March* which were in the Years of our Lord 1724 and 1725, the Releaſe being tripartite, and made or mentioned to be made between the ſaid *Edmund Ewell* and *Eſther* his Wife of the firſt Part, *Hugh Henn* of *London*, Merchant, of the ſecond Part, and the ſaid *Abel Andy*, *Daniel Ducy* and *Benjamin Bell*, of the third Part, and by Fine in the ſame Indenture covenanted to be levied, and which hath ſince been duly levied accordingly, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Kenſham*, with the Rights, Members and Appurtenances thereof, in the County of [*Here follow Parcels*] and all that the Parſonage and Rectory Impropriate of or in the *Kenſham* aforeſaid, and all the Glebe Lands, Tithes, and Tenths of Corn, Grain and Hay, and other Tithes whatſoever to the ſaid Rectory and Parſonage belonging, or therewith uſed; [*Here follow more Parcels*] and all Buildings, Orchards, Yards, Gardens, Backſides, Ways, Waters, Waſte-Grounds, Rooms, Cellars, Outlets, Farms, Lands, Tenements, Tithes, Courts, Perquiſites and Profits of Courts, Heriots, chief Rents and other Rents, Services, Franchiſes, Juriſdictions, Royalties, Freedoms, Advantages, Woods, Underwoods, Common, Commodities, Privileges, Eaſements, Hereditaments and Appurtenances whatſoever, to the ſaid Manor or Lordſhip, Rectory or Parſonage, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them belonging or in any wiſe appertaining; or to or with the ſame or any Part thereof then or at any Time thentofore let, ſet, uſed, occupied or enjoyed; or accepted, reputed, taken or known as Part, Parcel or Member of them, or any

The Parties.

Indentures of Leaſe and Releaſe recited,

and a Fine, by which a Manor, *&c.* were mortgaged; and a Rectory Impropriate, Glebe Lands and Tithes.

General Words.

of them; and all other the Manors or Lordſhips, or reputed Manors or Lordſhips, Rectories or Parſonages, Capital Meſſuage, Meſſuages, Lands, Tenements, Tithes and Hereditaments whatſoever of him the ſaid *Edmund Ewell*, or of any other Perſon or Perſons in Truſt for him in *Kenſham*, &c. or in any of them, or elſewhere within the ſaid County of *Kent*, or within the Pariſh, Precinct or Liberty of *Kenſham* aforeſaid; with their and every of their Rights, Members and Appurtenances; are and were granted, conveyed and aſſured, or mentioned or intended to be granted, conveyed and aſſured unto and to the Uſe of the ſaid *Abel Andy*, *Daniel Ducy* and *Benjamin Bell*, their Heirs and Aſſigns, by way of Mortgage; ſubject to a Proviſo in the ſaid Indenture of Releaſe contained for Redemption of the Premiſſes, on Payment by the ſaid *Edmund Ewell*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Abel Andy*, *Daniel Ducy* and *Benjamin Bell*, their Executors, Adminiſtrators or Aſſigns, of the Sum of 1000 *l.* Principal Money, and Intereſt for the ſame after the Rate of 4 *l.* 10 *s. per Cent. per Annum*, at ſuch Place, in ſuch Manner and at ſuch Times as are therein for that Purpoſe mentioned, and ſince paſt. And by the ſame Indenture of Releaſe twenty ſeveral Policies of Inſurance (bearing Date the fourth Day of *November* 1732) numbred [*The Numbers are here inſerted*] whereby the aforeſaid Meſſuages or Tenements, Hereditaments and Premiſſes, or ſome Part thereof, are or then were inſured from Fire in ſeveral Sums of Money, then amounting in the whole to the Sum of 2000 *l.* in the Inſurance Office commonly called the Hand-in-Hand Office, or Amicable Contributionſhip for Inſurance of Houſes; and all the Benefit of the ſame Policies of Inſurance, and all Sum and Sums of Money therein mentioned, or thereby inſured, or to be recovered thereupon, are and were aſſigned and transferred, or mentioned or intended to be aſſigned and transferred unto the ſaid *Abel Andy*, *Daniel Ducy*, and *Benjamin Bell*, their Executors, Adminiſtrators and Aſſigns, to and for their own Uſe and Benefit, ſubject to the aforeſaid Proviſo and Agreement for Redemption. And whereas by a certain Indenture bearing Date on or about the tenth Day of *November* which was in the Year of our Lord 1727, and made or mentioned to be made between the ſaid *Edmund Ewell* and *Eſther* his Wife of the one Part, and the ſaid *Abel Andy* and *Benjamin Bell* (the ſaid *Daniel Ducy* being then dead) of the other Part, reciting to the Effect as is herein before recited, and further reciting that the ſaid Principal Sum of 1000 *l.* was then due, all Intereſt for the ſame having been paid until the Day of the Date thereof; and that the ſaid *Abel Andy* and *Benjamin Bell* at the Requeſt of the ſaid *Edmund Ewell*, had agreed to lend him the further Sum of 500 *l.* which together with the ſaid 1000 *l.* would amount together to the Sum of 1500 *l.* Principal Money, to be ſecured with Intereſt on the Premiſſes; it was therefore in and by the ſaid laſt mentioned Indenture witneſſed, that in Conſideration of the ſaid further Sum of 500 *l.* therein mentioned to be paid to the ſaid *Edmund Ewell* by the ſaid *Abel Andy* and *Benjamin Bell*, he the ſaid *Edmund Ewell* did thereby further grant, ratify and confirm the ſaid Manor or Lordſhip, Rectory or Parſonage, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Abel Andy* and *Benjamin Bell*, their Heirs and Aſſigns, freed and diſcharged from the aforeſaid Proviſo or Condition for Redemption of the Premiſſes, and all Equity thereupon; but ſubject to a Proviſo or Agreement for Redemption therein contained on Payment by the ſaid *Edmund Ewell*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Abel Andy* and *Benjamin Bell*, their Executors and Adminiſtrators or Aſſigns, or the Sum of 1500 *l.* Principal Money, and Intereſt for the ſame after the Rate aforeſaid, in ſuch Manner and at ſuch Times as is therein mentioned for that Purpoſe, and ſince paſt; as in and by the ſaid recited Indentures, Relation being thereunto ſeverally had, may more fully and at large appear. And whereas there is now due and owing to the ſaid *Cæſar Cuſt*, *Abel Andy* and *Benjamin Bell*, or ſome or one of them, on the ſaid recited Securities, the Sum of 1500 *l.* Principal Money only; all Intereſt for the ſame having been paid until the Day of the Date hereof. And whereas the ſaid *Geoffry Gyles*, at the Requeſt of the ſaid *Edmund Ewell*, hath agreed to advance and lend to him the Sum of 2000 *l.* on Security of the Premiſſes, to enable him to pay off and diſcharge the ſaid 1500 *l.* ſo due and owing to the ſaid *Cæſar Cuſt*, *Abel Andy* and *Benjamin Bell*, or ſome or one of them, as aforeſaid; Now this

And that by the ſame Indenture of Releaſe certain Policies of Inſurance were aſſigned,

ſubject to the Redemption.

Another Indenture recited,

whereby the Premiſſes were mortgaged for a further Sum;

and that the Day of Payment is paſt.

Recital of what is due.

Recital that the now Mortgagee has agreed to lend.

Indenture witneſſeth, that for and in Conſideration of the Sum of 1500 *l.* of lawful Money of *Great Britain*, to the ſaid *Abel Andy* and *Benjamin Bell* in Hand paid by the ſaid *Geoffry Gyles*, at or before the Enſealing and Delivery of theſe Preſents, with the Privity and Conſent of the ſaid *Cæſar Cuſt*, and by the Direction and Appointment of the ſaid *Edmund Ewell*, (teſtified ſeverally by their being Parties to, and executing theſe Preſents) in full Diſcharge of all Principal Money and Intereſt due and owing from the ſaid *Edmund Ewell* to the ſaid *Abel Andy* and *Benjamin Bell*, or to the ſaid *Cæſar Cuſt*, or any of them, on the ſaid recited Securities or otherwiſe; the Receipt and Payment whereof accordingly they the ſaid *Abel Andy* and *Benjamin Bell* do hereby acknowledge, and thereof and of every Part thereof do hereby acquit, releaſe and diſcharge the ſaid *Geoffry Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents; and for and in Conſideration of the further Sum of 500 *l.* of like Money, to the ſaid *Edmund Ewell* in Hand paid by the ſaid *Geoffry Gyles*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof he the ſaid *Edmund Ewell* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Geoffry Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents; they the ſaid *Abel Andy* and *Benjamin Bell*, with the like Privity and Conſent of the ſaid *Cæſar Cuſt*, and at the Requeſt and by the Direction and Appointment of the ſaid *Edmund Ewell*, (teſtified ſeverally as aforeſaid) have, and each of them hath bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each of them doth bargain, ſell, alien, releaſe and confirm; and the ſaid *Edmund Ewell* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Geoffry Gyles*, his Heirs and Aſſigns for ever, all the ſaid Manor or Lordſhip, Rectory or Parſonage, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes and Hereditaments, and all and ſingular other the Premiſſes in and by the ſaid recited Indentures or any of them granted and releaſed, and ratified and confirmed reſpectively, or mentioned or intended ſo to be, with their and every of their Appurtenances; (all which Manor, Rectory, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby releaſed, or mentioned ſo to be, are now in the actual Poſſeſſion of the ſaid *Geoffry Gyles*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Abel Andy*, *Benjamin Bell* and *Edmund Ewell*, for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Geoffry Gyles*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Abel Andy*, *Benjamin Bell* and *Edmund Ewell*, every or any of them, of, in, to or out of the ſaid Manor, Rectory, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby releaſed, or mentioned ſo to be, every or any Part or Parcel thereof; To have and to hold the ſaid Manor, Rectory, Capital, Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes hereby releaſed, or mentioned ſo to be, with their and every of their Appurtenances, unto the ſaid *Geoffry Gyles*, his Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of the ſaid *Geoffry Gyles*, and of his Heirs and Aſſigns for ever; freed and abſolutely diſcharged of and from the aforeſaid Proviſoes or Agreements, and all other Proviſoes or Agreements for Redemption of the Premiſſes, and all Equity thereupon; ſubject nevertheleſs to the Proviſo or Agreement for Redemption hereinafter contained. And this Indenture further witneſſeth, that for the Conſiderations aforeſaid, they the ſaid *Abel Andy* and *Benjamin Bell*, with the like Privity and Conſent of the ſaid *Cæſar Cuſt*, and at the Requeſt and by the Direction and Appointment of the ſaid *Edmund Ewell*, (teſtified as aforeſaid ſeverally) and alſo the ſaid *Edmund Ewell*, have, and each and every of them have aſſigned, transferred and ſet over, and by theſe Preſents do, and each and every of them doth aſſign, transfer and ſet over unto the ſaid *Geoffry Gyles*, his Executors, Adminiſtrators

The Conſideration of this Deed.

The Money paid to the former Mortgagees,

and a further Sum to the Mortgagor.

The former Mortgagees by Direction, &c.

bargain, releaſe, &c.

and the Mortgagor bargains, &c. to the now Mortgagee.

The Premiſſes.

Bargain, &c. for a Year mentioned.

General Words.

Habendum

to the now Mortgagee in Fee,

ſubject to Redemption.

The former Mortgagees and the Mortgagor aſſign the Policies of Inſurance to the now Mortgagee,

ſtrators and Aſſigns, all and every the ſaid ſeveral Policies of Inſurance, and all new Policies taken or renewed thereupon, and all the Benefit thereof, and all Sum and Sums of Money therein mentioned, or thereby inſured upon the Premiſſes or any Part thereof, or recoverable thereupon; To have and enjoy the ſame, and every of them, and every Part thereof, unto the ſaid *Geoffry Gyles*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit; freed and diſcharged from the above recited Proviſoes or Agreements for Redemption, but ſubject to the Proviſo or Agreement herein after contained for Redemption of the Premiſſes. And the ſaid *Abel Andy* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Geoffry Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Abel Andy* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manor, Rectory, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments, Policies of Inſurance and Premiſſes hereby releaſed and aſſigned reſpectively, or mentioned ſo to be, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. [*The like Covenant by* Benjamin Bell *mutatis mutandis.*] Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid *Geoffry Gyles* and *Edmund Ewell*, that if the ſaid *Edmund Ewell*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Geoffry Gyles*, his Executors, Adminiſtrators or Aſſigns, at or in the Common Dining-Hall of *Lincoln*'s *Inn* aforeſaid, the full and juſt Sum of 2100 *l.* of lawful Money of *Great Britain* (without any Deduction or Abatement out of the ſame, or any Part thereof, for or in Reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Matter, Cauſe or Thing whatſoever taxed, charged or impoſed, or to be taxed, charged or impoſed upon the ſaid Manor and Premiſſes, or any Part thereof, or upon the ſaid *Geoffry Gyles*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, in Reſpect thereof, by Authority of Parliament, or otherwiſe howſoever) in Manner following; that is to ſay, the Sum of 50 *l.* Part thereof, on the fifth Day of *January* next enſuing the Date hereof, and the Sum of 2050 *l.* Reſidue, and in full Payment of the ſaid Sum of 2100 *l.* on the fifth Day of *July* then next enſuing, and which will be in the Year of our Lord 1733, then and in ſuch Caſe he the ſaid *Geoffry Gyles*, his Heirs or Aſſigns, ſhall and will at any Time or Times thenafter, at the Requeſt, Coſts, and Charges in the Law of the ſaid *Edmund Ewell*, his Heirs, Executors, Adminiſtrators or Aſſigns, reconvey, re-aſſure and re-aſſign the ſaid Manor, Rectory, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Edmund Ewell*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, or as he or they for that Purpoſe ſhall direct or appoint, free from all Incumbrances made or done, or to be made or done by the ſaid *Geoffry Gyles*, his Heirs, Executors, Adminiſtrators or Aſſigns reſpectively, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under them, or any of them, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Edmund Ewell* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Geoffry Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, that he the ſaid *Edmund Ewell*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Geoffry Gyles*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 2100 *l.* at ſuch Times and Place, and in ſuch Manner and Form as are herein before mentioned for Payment thereof, without any Deduction or Abatement for Taxes, or otherwiſe as aforeſaid, according to the Purport of the laſt mentioned Proviſo, and the Intent and Meaning of theſe Preſents; and alſo ſhall and will at his and their own proper Coſts and Charges bear, ſatisfy and pay all ſuch Taxes, Charges, Aſſeſſments and Payments as aforeſaid; and thereof and therefrom ſhall and will ſave, defend and keep harmleſs the ſaid *Geoffry Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns, and the ſaid Sum of 2100 *l.* And further, that he the ſaid *Geoffry Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, ſhall or lawfully may from Time to Time, and at all Times from

ſubject to Redemption.

The former Mortgagees ſeverally covenant that they have not incumbred.

The Proviſo for Redemption on Payment, &c.

without Deduction.

The Mortgagor covenants to pay the Money,

and Taxes, &c.

and that the now Mortgagee (after Default of Payment)

from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 2100 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Manor, Rectory, Capital Meſſuage, Meſſuages, Farm, Lands, Tenements, Tithes, Hereditaments and Premiſſes, and receive and take the Rents, Iſſues and Profits and Benefit thereof, and of every Part thereof, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Edmund Ewell*, his Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons whomſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Edmund Ewell*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Jointures, Mortgages, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Executions, Extents, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered, by the ſaid *Edmund Ewell*, his Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever. And moreover, that he the ſaid *Edmund Ewell*, his Heirs and Aſſigns, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to, or out of the ſaid Manor, Rectory, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, ſhall and will from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 2100 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Geoffry Giles*, his Heirs, Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, execute and ſuffer, or cauſe or procure to be made, done, acknowledged, levied, executed and ſuffered, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the better, more perfect and abſolute granting, conveying and aſſuring of the ſaid Manor, Rectory, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, unto and to the Uſe of the ſaid *Geoffry Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively; freed and abſolutely diſcharged of and from the aforeſaid Proviſo or Agreement for Redemption of the ſame Premiſſes, or any Part thereof, and all Equity thereupon; as by the ſaid *Geoffry Gyles*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required. And it is hereby further declared and agreed by and between the ſaid Parties laſt named, that in the mean Time, and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 2100 *l.* or ſome Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *Edmund Ewell*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, peaceably and quietly to have, hold and enjoy the ſaid Manor, Rectory, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, and to receive and take the Rents, Profits and Advantage thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Geoffry Giles*, his Heirs or Aſſigns or any of them; or of or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for him, them, or any of them. In Witneſs, *&c.*

may enter and enjoy,

free from Incumbrances,

and for further Aſſurances,

at the Coſts of the now Mortgagee,

without Redemption.

Agreement that till Default of Payment the Mortgagor may enjoy.

N° 4. *A Mortgage in Fee by a Mortgagor and his Truſtee. There are alſo three long Terms ſtanding out in a Truſtee for the Mortgagor, who by Direction of the Mortgagor covenants to ſtand poſſeſſed in the firſt Place in Truſt for better Security.*

THIS Indenture tripartite, made the ninth Day of *December Anno Domini* 1727. and in the firſt Year of the Reign of our Sovereign Lord *George* the
The Parties. Second, by the Grace of God, of *Great Britain, &c.* between *Bryan Bray* of the Pariſh of *Condell* in the County of *Derby*, Eſq; and *Ezekiel Aſton* of the Pariſh of *Fond* in the ſaid County of *Derby*, Eſq; of the firſt Part; *Alfred Aſton* of *Lincoln's Inn* in the County of *Middleſex*, Eſq: of the ſecond Part; and *Gilbert Gill* of *Humms* in the County of *Kent*, Gent. of the third Part; witneſſeth, that
The Conſideration. for and in Conſideration of the Sum of 2000 *l.* of lawful Money of *Great Britain* to the ſaid *Bryan Bray* in Hand well and truly paid by the ſaid *Alfred Aſton*, at or before the Enſealing and Delivery of theſe Preſents; the Receipt whereof he the ſaid *Bryan Bray* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Alfred Aſton*, his Heirs, Executors and Adminiſtrators, and every of them for ever by theſe Preſents; and for and in Conſideration of the Sum of 10 *s.* of like lawful Money to the ſaid *Ezekiel Aſton* in Hand alſo paid by the ſaid *Alfred Aſton*, at or before the Enſealing and Delivery
The Grant and Releaſe, *&c.* by the Mortgagor and his Truſtee. hereof, the Receipt whereof is hereby acknowledged; he the ſaid *Bryan Bray*, and at his Requeſt, and by his Direction and Appointment, (teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) the ſaid *Ezekiel Aſton* have, and each of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Alfred Aſton*, his Heirs and Aſſigns, all
The Parcels. the Capital Meſſuage, or Tenement and Farm, commonly called or known by the Name of *Lens-Hall, alias Lins-Hall*, or by whatſoever other Name or Names the ſame is or hath been called or known, with the Gardens and Orchards thereunto belonging, or therewith uſed and enjoyed, ſituate, lying and being in the Pariſh of *Luſan* in the ſaid County of *Kent*; and alſo all thoſe ſeveral Meadows, Arable, Paſture and Wood-grounds to the ſaid Capital Meſſuage, or Tenement and Farm belonging, or therewith uſed, occupied or enjoyed, and herein after particularly mentioned; (that is to ſay) all that Cloſe of Arable Land called *Murton Mead*, containing by Eſtimation twelve Acres, be the ſame more or leſs; all that Cloſe of Paſture Ground called alſo *Murton Meadow*, and containing nine Acres, more or leſs; [*Here follow many more Parcels*] and alſo all thoſe two ſeveral Meſſuages or Tenements, with the Gardens and Backſides thereunto belonging, now or late in the Poſſeſſion of *Nathaniel Norris* and *Owen Oldys*, containing together three Roods and thirteen Perches, be the ſame more or leſs; or by whatſoever other Name or Names, Quality or Qualities of Land, or otherwiſe, the ſaid hereby granted and releaſed Premiſſes, or any Part thereof, are or is, or have or hath been called or known, reputed or diſtinguiſhed; or whatſoever other Number of Acres, Contents or Quantities of Land the ſaid reſpective Premiſſes, or any of them, or any Part thereof, do or doth ſeverally contain; all which ſaid reſpective Premiſſes are ſituate, lying and being in the ſeveral Pariſhes of *Luſan* aforeſaid and *Muddo*, or one of them, in the ſaid County of *Kent*; and were heretofore in the Tenure or Occupation of *Paul Pegg*, and lately of *Ralph Rich*, Yeoman, deceaſed, or of
General Words. his Leſſees or Under-tenants; and alſo all Barns, Stables, Out-houſes, Yards, Backſides, Ways, Waters, Watercourſes, Springs, Hedges, Ditches, Fences, Trees, Feedings, Commons, Common of Paſture, Eaſements, Profits, Commodities, Emoluments, Rights, Privileges, Advantages and Appurtenances whatſoever unto the ſaid hereby, or intended to be hereby granted and releaſed Premiſſes, or unto any of them, or unto any Part thereof, now or at any Time or Times heretofore incident, belonging or appertaining; or with the ſame or any of them uſed, occupied or enjoyed, or known, reputed or taken to be, or to have been Part, Parcel
Deſcription by deriving the Title. or Member of the ſame, or as belonging thereunto; all which ſaid Capital Meſſuage, or Tenement and Farm, Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments

Hereditaments and Premiſſes mentioned, or intended to be hereby granted and releaſed, were purchaſed by the ſaid *Bryan Bray* in the Names of himſelf and of the ſaid *Ezekiel Aſton* his Truſtee, of and from *Sarah Rich*, Widow and Relict of *Titus Rich* (and Deviſee in his laſt Will and Teſtament) and by certain Indentures of Leaſe and Releaſe and Bargain and Sale inrolled, or intended to be inrolled in Chancery, bearing Date reſpectively on or about the tenth and eleventh Days of *November* now laſt paſt, and made or mentioned to be made between the ſaid *Sarah Rich* of the one Part, and the ſaid *Bryan Bray* and *Ezekiel Aſton* of the other Part, and by other good Conveyances and Aſſurances in the Law; and alſo all other the Meſſuages, Cloſes, Grounds, Lands, Tenements and Hereditaments which were purchaſed by the ſaid *Bryan Bray*, in and by the ſame Indentures of Leaſe, Releaſe and Bargain and Sale, every or any of them, with their and every of their Appurtenances, (all which ſaid Capital Meſſuage, Tenement or Farm, Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *Alfred Aſton*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Bryan Bray* and the ſaid *Ezekiel Aſton* for the Term of one whole Year, in Conſideration of 5*s.* to them paid by the ſaid *Alfred Aſton*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Bryan Bray* and *Ezekiel Aſton*, and of each or either of them, of, in, to or out of the ſaid Capital Meſſuage, or Tenement and Farm, Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Capital Meſſuage, or Tenement and Farm, Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Alfred Aſton*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Alfred Aſton*, and of his Heirs and Aſſigns for ever, ſubject to the Proviſo and Agreement for the Redemption of the Premiſſes next herein after mentioned and expreſſed; that is to ſay, Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that if the ſaid *Bryan Bray*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid, unto the ſaid *Alfred Aſton*, his Executors, Adminiſtrators or Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* aforeſaid, the full and juſt Sum of 2100 *l.* of lawful Money of *Great Britain*, without any Deduction or Abatement out of the ſame or any Part thereof, for or in reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Matter, Cauſe or Thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the ſaid Capital Meſſuage, or Tenement and Farm, Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, or upon the ſaid *Alfred Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, in reſpect thereof, by Authority of Parliament, or otherwiſe howſoever, in Manner following; that is to ſay, the Sum of 50 *l.* Part thereof, upon the ninth Day of *June* next enſuing the Date hereof, and which will be in the Year of our Lord 1728. and the Sum of 2050 *l.* Reſidue, and in full Payment of the ſaid Sum of 2100 *l.* upon the ninth Day of *December* then next enſuing, then and in ſuch Caſe the ſaid *Alfred Aſton*, his Heirs or Aſſigns, ſhall and will at any Time or Times thenafter, at the Requeſt, Coſts and Charges in the Law of the ſaid *Bryan Bray*, his Heirs or Aſſigns, reconvey and reaſſure the ſaid Capital Meſſuage, or Tenement and Farm, Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, unto and to the Uſe of the ſaid *Bryan Bray*, his Heirs or Aſſigns, or as he or they ſhall in that Behalf direct or appoint; free from all Incumbrances made or done, or to be made or done by the ſaid *Alfred Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim, from, by or under him, them, or any of them, any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. And the

General Words.

Bargain, &c. for a Year mentioned.

General Words.

Habendum to the Mortgagee in Fee,

ſubject to Redemption.

The Proviſo for Redemption.

The Mortgagor covenants to pay the Money,

the ſaid *Bryan Bray* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Alfred Aſton*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Bryan Bray*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Alfred Aſton*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 2100 *l.* at ſuch Times and Place, and in ſuch Manner and Form, as are herein before mentioned for Payment thereof, without any Deduction or Abatement for Taxes or otherwiſe, as aforeſaid, according to the Purport of the aforeſaid Proviſo, and true Intent and Meaning of theſe Preſents; and alſo ſhall and will at his and their own proper Coſts and Charges bear, ſatisfy and pay all ſuch Taxes, Charges, Aſſeſſments and Payments as aforeſaid; and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified the ſaid *Alfred Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns, and the ſaid Sum of 2100 *l.* and every Part thereof. And the ſaid *Ezekiel Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Alfred Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Ezekiel Aſton* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Capital Meſſuage, or Tenement and Farm, Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred, in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Bryan Bray* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Alfred Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, that he the ſaid *Alfred Aſton*, his Heirs and Aſſigns, ſhall or lawfully may from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 2100 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Capital Meſſuage, or Tenement and Farm, Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments and Premiſſes, and receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Bryan Bray*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Bryan Bray*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered, by the ſaid *Bryan Bray*, his Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever. And moreover, that he the ſaid *Bryan Bray* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſaid Capital Meſſuage, or Tenement and Farms, Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him or them, ſhall and will from Time to Time, or at any Time or Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 2100 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Alfred Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances

and Taxes, &c.

The Mortgagor's Truſtee covenants that he hath not done any Thing to incumber.

The Mortgagor covenants that (after Default of Payment) the Mortgagee may enter and enjoy,

free from Incumbrances,

and for farther Aſſurances,

(after Default of Payment)

veyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of the ſaid Capital Meſſuage, or Tenement and Farm, Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, unto the ſaid *Alfred Aſton*, his Heirs and Aſſigns, to his and their Uſe; freed and abſolutely diſcharged of and from the aforeſaid Proviſo or Agreement for Redemption of the Premiſſes, or any Part thereof, and all Equity thereupon, as by the ſaid *Alfred Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required. And whereas in and by three ſeveral Indentures of Aſſignment bearing even Date with the abovementioned Indentures of Releaſe, and Bargain and Sale inrolled or to be inrolled, and made at the ſame Time therewith, the Reſidue of three ſeveral Terms of one thouſand Years, one thouſand Years, and one thouſand Years, of and in the hereby granted and releaſed Premiſſes, or ſome Part or Parts thereof, were aſſigned to the ſaid *Gilbert Gill*, his Executors, Adminiſtrators and Aſſigns, and are now veſted in him in Truſt for the ſaid *Bryan Bray*, his Heirs and Aſſigns, and to attend and wait upon the Reverſion and Inheritance of the ſame Premiſſes, or to be aſſigned or otherwiſe diſpoſed of to ſuch Perſon or Perſons, and to and for ſuch Intents and Purpoſes, as the ſaid *Bryan Bray*, his Heirs or Aſſigns, ſhall direct and appoint: Now this Indenture further witneſſeth, that for the better ſecuring the Payment of the ſaid 2100*l.* according to the Purport, true Intent and Meaning of theſe Preſents, and the aforeſaid Proviſo and Covenant for Payment of the ſame, he the ſaid *Gilbert Gill* (at the Requeſt and by the Direction and Appointment of the ſaid *Bryan Bray*, teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Alfred Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Gilbert Gill*, his Executors, Adminiſtrators and Aſſigns, ſhall and will from henceforth ſtand poſſeſſed and intereſted of and in the Reſidue of the ſaid three ſeveral Terms of one thouſand Years, one thouſand Years, and one thouſand Years, of and in the Premiſſes therein reſpectively comprized, in Truſt in the firſt Place for the ſaid *Alfred Aſton*, his Executors, Adminiſtrators and Aſſigns, for better ſecuring the Payment to him and them of the ſaid Sum of 2100*l.* and until the ſame ſhall be paid, according to the Purport, true Intent and Meaning of theſe Preſents, and the aforeſaid Proviſo and Covenant for Payment of the ſame; and from and after Payment thereof as aforeſaid, then in Truſt for the ſaid *Bryan Bray*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint; and in the mean Time to attend, wait upon and go along with the Freehold Reverſion and Inheritance of the ſame Premiſſes, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be. And the ſaid *Gilbert Gill* doth hereby alſo for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree, to and with the ſaid *Alfred Aſton*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Gilbert Gill* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid three ſeveral Terms of one thouſand Years, one thouſand Years, and one thouſand Years of and in the Premiſſes therein reſpectively comprized, or any of them, or any Part thereof, is, are, ſhall or may be ſurrendred, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. In witneſs, *&c.*

without Redemption.

Three Indentures of Aſſignment of Terms for Years briefly recited,

which were aſſigned in Truſt for the Mortgagor to attend, *&c.*

His Truſtee, by his Direction, covenants to ſtand poſſeſſed in Truſt, in the firſt Place, for the Mortgagee, for the better ſecuring the Mortgage-Money;

and after Payment, for the Mortgagor, *&c.*

and covenants that he hath not done any Thing to incumber.

A Mortgage by Demiſe from a Father and Son, with Exception of an Annuity charged on the Lands. N° 5.

THIS Indenture, made the twelfth Day of *July Anno Domini* 1722. and in the eighth Year of the Reign of our Sovereign Lord *George &c.* between *Andrew Alkin* the Elder, of *Bitton* in the County of *Cambridge*, Eſq; and *Andrew Alkin* the Younger, of the *Inner Temple*, *London*, Eſq; Son and Heir Apparent of the ſaid *Andrew Alkin* the Elder, of the one Part, and *Daniel Dun* of *Ewan* in the County of *Eſſex*, Eſq; of the other Part, witneſſeth, that for and in

The Parties.

The Conſideration. Conſideration of the Sum of 3000 *l.* of lawful Money of *Great Britain*, to the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, or one of them, in Hand paid by the ſaid *Daniel Dun* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof they do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Daniel Dun*, his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents; they the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, have, and each of them hath demiſed, granted, bargained, ſold, limited and appointed, and by theſe Preſents do, and each of them doth demiſe, grant, bargain, ſell, limit and appoint unto the ſaid *Daniel Dun*, his Executors, Adminiſtrators and Aſſigns, all thoſe the Manors and Farms of *Groves* and *Hennon*, with their and every of their Rights, Members and Appurtenances in the County of *Kent*, and alſo all and ſingular the Meſſuages, Lands, Tenements and Hereditaments whatſoever thereto belonging or in any wiſe appertaining, or reputed or eſteemed to belong or appertain thereto, or to be Part, Parcel or Member thereof; and alſo all that Meſſuage, Tenement and Farm called *Loft Farm*, and all Lands, Meadows, Paſture-ground and Hereditaments thereto belonging or appertaining, or therewith uſually held, occupied or enjoyed, or accepted, reputed or taken to be Part, Parcel or Member thereof; and all that Meſſuage, Tenement and Farm called *Mytta*'s, and all the Lands, Meadows, Paſture-grounds and Hereditaments thereto belonging or appertaining, or therewith uſually held, occupied or enjoyed, or accepted or taken as Part, Parcel or Member thereof; all which ſaid Premiſſes are ſituate, lying and being in the Town, Fields, Pariſhes, Precincts or Hamlets of *Groves*, *Hennon* and *Netten*, ſome or one of them, in the ſaid County of *Kent*; and all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever of them the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, or either of them, ſituate, lying or being in the ſaid Pariſhes or Precincts of *Groves*, *Hennon* and *Netten*, or any of them, or elſewhere in the ſaid County of *Kent* (except all that Meſſuage, Tenement or Farm, with the Appurtenances, ſituate, lying and being in *Groves* aforeſaid, lately purchaſed by *Olivia Alkin*, Mother of the ſaid *Andrew Alkin* the Elder, of and from *Peter Peck* and *Ruth* his Mother, being of the yearly Rent of 80 *l.* or thereabouts) together with all and every the Courts, Rents, Reverſions, Royalties, Fiſhings, Rights, Members, Privileges, Juriſdictions, Hereditaments and Appurtenances whatſoever to the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned, or intended to be hereby demiſed and granted, or any of them, belonging or in any wiſe appertaining, or therewith or with any Part thereof uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed or taken as Part, Parcel or Member thereof; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and all and ſingular other the Premiſſes, with their and every of their Appurtenances, (except before excepted) unto the ſaid *Daniel Dun*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date hereof, for and during the full Time and Term, and unto the full End and Term of five hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment or for any Manner of Waſte; yielding and paying therefore the Rent of one Pepper-Corn on the Feaſt-Day of St. *Michael* the Archangel in every Year, if the ſame ſhall be demanded. Provided always, and upon Condition nevertheleſs, that if the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, or either of them, their or either of their Heirs, Executors or Adminiſtrators, do, and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *Daniel Dun*, his Executors, Adminiſtrators or Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, the full and juſt Sum of 3150 *l.* of lawful Money of *Great Britain*, without any Deduction, Defalcation or Abatement out of the ſame, or any Part thereof, for or in reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Matter, Cauſe, or Thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the Premiſſes, or any of them, or upon the ſaid *Daniel Dun*, his Executors, Adminiſtrators and Aſſigns, or any of them, for or in reſpect thereof, by Authority of Parliament or otherwiſe howſoever, in Manner following; that is to ſay,

The Demiſe, &c. by the Mortgagors, (a Father, and his Son and Heir)

The Parcels.

An Exception of a Parcel.

General Words.

Habendum

to the Mortgagee, his Executors, &c. for a long Term, *ſans* Waſte,

at a Pepper-Corn Rent.

Proviſo for Redemption on Payment, &c.

without Deduction.

ſay, the Sum of 75*l.* Part thereof, upon the twelfth Day of *January* next enſuing the Date hereof; and the further Sum of 3075*l.* Reſidue and in full Payment of the ſaid Sum of 3150*l.* upon the twelfth Day of *July* then next enſuing, and which ſhall be in the Year of our Lord 1723, then and in ſuch Caſe, and at all Times from thenceforth theſe Preſents, and the Term and Eſtate hereby granted, and every Clauſe and Sentence herein contained ſhall ceaſe, determine and be utterly void to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger do, and each of them doth for themſelves and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Daniel Dun*, his Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner following; that is to ſay, that they the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, or one of them, their or one of their Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Daniel Dun*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 3150*l.* at ſuch Times and Place, and in ſuch Manner and Form as are herein before mentioned for Payment thereof, without any Deduction or Abatement out of the ſame, or any Part thereof, for Taxes or otherwiſe as aforeſaid, according to the Purport of the aforeſaid Proviſo, and the true Intent and Meaning of theſe Preſents. And that they the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, or one of them, are and ſtand, or is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in their or one of their Demeſne as of Fee of and in the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, mentioned or intended to be hereby demiſed and granted, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, to them or one of them and their Heirs, or the Heirs of one of them; without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame (except as is herein after excepted). And alſo that they the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, or one of them, have or hath at the Time of the Enſealing and Delivery of theſe Preſents in themſelves, or one of them, good Right, full Power, and lawful and abſolute Authority to grant and convey the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, mentioned or intended to be hereby demiſed and granted, with their Appurtenances, unto the ſaid *Daniel Dun*, his Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of five hundred Years as aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents. And further, that it ſhall and may be lawful to and for the ſaid *Daniel Dun*, his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 3150*l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, mentioned or intended to be hereby demiſed and granted, and to receive and take the Rents and Profits thereof, and of every Part thereof, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid Term of five hundred Years; without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, or either of them, their or either of their Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever, (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, or one of them, their or one of their Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and In-

The Mortgagors covenant to pay the Money,

and that they or one of them is ſeiſed in Fee,

free from Incumbrances,

and has Power to demiſe, &c.

and that, after Default of Payment, the Mortgagee may enter and enjoy,

(except as after) free from Incumbrances,

cumbrances whatſoever, had, made, done, committed or ſuffered, or hereafter to be had, made, done, committed or ſuffered by the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, or either of them, their or either of their Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever, (other than and except one Annuity or yearly Sum of 80*l.* iſſuing and payable out of the Premiſſes, or ſome Part thereof, unto *Olivia Alkin*, Wife of the ſaid *Andrew Alkin* the Elder, for her Life as an Augmentation of her Jointure in caſe ſhe happen to ſurvive him the ſaid *Andrew Alkin* her Huſband). And moreover, that they the ſaid *Andrew Alkin* the Elder and *Andrew Alkin* the Younger, and their Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby demiſed and granted, or any of them, or any Part thereof, (except the ſaid *Olivia Alkin*, for and in reſpect only of her ſaid excepted Annuity) ſhall and will from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 3150*l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Daniel Dun*, his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of all and ſingular the ſaid Manor, Meſſuage, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby demiſed and granted, with their Appurtenances, unto the ſaid *Daniel Dun*, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid Term of five hundred Years, without Impeachment of Waſte, diſcharged of the aforeſaid Proviſo for Redemption of the Premiſſes, or any Equity thereupon, as by the ſaid *Daniel Dun*, his Executors, Adminiſtrators or Aſſigns or his or their Counſel learned in the Law ſhall be reaſonably adviſed, deviſed or required. And laſtly, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in the mean Time, and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 3150*l.* or ſome Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, it ſhall and may be lawful to and for the ſaid *Andrew Alkin* the Father, and after his Deceaſe the ſaid *Andrew Alkin* the Son and his Heirs, peaceably and quietly to have, hold and enjoy all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby demiſed and granted, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit; without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Daniel Dun*, his Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under him, them, or any of them. In Witneſs, *&c.*

except a certain Annuity,

and (after Default of Payment) to

make further Aſſurances,

without Redemption.

Agreement that until Default of Payment the Mortgagors may enjoy.

&c.

N° 6. *A Mortgage in Fee of an Inheritance, by the Mortgagor and his Truſtee; and an Aſſignment of Leaſehold for ſecuring the ſame Sum; and an Agreement that a Term of the Mortgagor ſhall continue in a Truſtee, in Truſt for the Mortgagee to better his Security. Uſual Covenants.*

THIS Indenture tripartite, made the firſt Day of *May*, *Anno Domini* 1720, and in the ſixth Year of the Reign of our Sovereign Lord *George*, *&c.* between *Adam Aſh* of the Pariſh of St. *Dunſtan in the Weſt*, *London*, Joiner, and *Benjamin Blunt* of *Lincoln's Inn* in the County of *Middleſex*, Eſq; of the firſt Part; *Charles Crew*, Citizen and Merchant Taylor of *London*, of the ſecond Part; and *Daniel Dyle*, Citizen and Merchant Taylor of *London*, of the third Part, witneſſeth,

The Parties.

witneſſeth, that for and in Conſideration of the Sum of 2000 *l.* of lawful Money of *Great Britain* to the ſaid *Adam Aſh* in Hand paid by the ſaid *Charles Crew*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Adam Aſh* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Charles Crew*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents; and in Conſideration of 5 *s.* of like Money to the ſaid *Benjamin Blunt* in Hand likewiſe paid by the ſaid *Charles Crew*, the Receipt whereof is hereby acknowledged, he the ſaid *Benjamin Blunt*, at the Requeſt and by the Direction of the ſaid *Adam Aſh*, teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents; and alſo the ſaid *Adam Aſh* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Charles Crew*, (in his actual Poſſeſſion of the Meſſuages or Tenements, Sheds and Hereditaments herein after mentioned to be hereby granted and releaſed, now being, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Adam Aſh* for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Charles Crew*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and to his Heirs and Aſſigns, all that Meſſuage or Tenement, with the Appurtenances, ſituate, ſtanding or being within the Precinct of [*The Parcels here*;] and all Cellars, Sollars, Shops, Warehouſes, Rooms, Ways, Paths, Paſſages, Waters, Watercourſes, Lights, Eaſements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid ſeveral Meſſuages or Tenements, Sheds, Hereditaments and Premiſſes, or any of them belonging or in any wiſe appertaining, or therewith or with any Part thereof uſed, occupied or enjoyed; and all and ſingular other the Meſſuages, Tenements and Hereditaments of him the ſaid *Adam Aſh*, in the ſaid Pariſhes of St. *Dunſtan in the Weſt* and St. *Ethelburgh*, or either of them; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity of the ſaid *Adam Aſh* and *Benjamin Blunt*, or either of them, of, in, to or out of the ſaid Meſſuages or Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages or Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Charles Crew*, his Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of him the ſaid *Charles Crew* and of his Heirs and Aſſigns for ever; ſubject to the Proviſo and Agreement for Redemption of the ſaid Premiſſes herein after mentioned and contained. And whereas by Indenture bearing Date or on about the twentieth Day of *April* which was in the Year of our Lord 1670, and made or mentioned to be made between the Wardens and Commonalty of the Myſtery of Cordwainers of the City of *London* of the one Part, and *Edward Eſt* then of *London*, Gent. of the other Part, the ſaid Wardens and Commonalty, for the Conſideration therein mentioned, did by Indenture under their common Seal, leaſe, betake and to farm let unto the ſaid *Edward Eſt*, all that Meſſuage or Tenement then new built upon the Toft, Soil or Ground, ſituate, lying and being in the Pariſh of St. *Dunſtan in the Weſt*, *London*, and then in the Tenure or Occupation of the ſaid *Edward Eſt*, or of his Under-tenants or Aſſigns; which ſaid Meſſuage contained in Front from the Middle of the Party-Wall South to the Outſide of the Partition-Wall of the Entry North, fourteen Feet and five Inches, little more or leſs; and in the ſecond Story covering the Entry to the Middle of the Party-Wall North, adjoining to the Toft or Ground then belonging to *Francis Fell*, twenty Feet and ſeven Inches, more or leſs; and on that Floor twenty-ſix Feet deep, more or leſs; and in the back Part of the Building from the End of the twenty-ſix Feet, North on a Square Break, croſs the Entry eight Feet eight Inches, more or leſs; and from thence on a Bevel Line ſeven Feet more or leſs, to another Bevel Line to the South Weſt, ſixteen Feet ſeven Inches, more or leſs, to the Extent of the Tenement Weſtward; and thence returning on a Square Southward, ſeven Feet and five Inches,

The Conſideration.

The Grant, Releaſe, &c.

The Bargain, &c. for a Year mentioned.

General Words.

Habendum to the Mortgagee in Fee, ſubject to Redemption.

A Corporation Leaſe recited,

more or leſs, which is the Breadth at the Weſt-End to the Middle of the Party-Wall on the South-Side; and from thence on the South-Side towards the Eaſt, twenty-three Feet and five Inches, more or leſs, to the Square Return of the aforementioned Room in the Front of the Building, nine Feet, little more or leſs; and from thence to the Street or Lane called *Chancery-lane*, twenty-ſix Feet and nine Inches, more or leſs, which meeteth with the South Angle of the firſt mentioned Break of the Front; together with all Lights, Ways, Eaſements, Commodities and Appurtenances whatſoever thereunto of Right belonging or appertaining; To hold unto the ſaid *Edward Eſt*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of the Annunciation of the bleſſed Virgin *Mary* laſt paſt before the Date thereof unto the full End and Term of ſeventy Years; at and under the yearly Rent of 10 *l.* payable as therein is mentioned, as by the ſaid recited Indenture, Relation being thereunto had, may more fully and at large appear. And whereas the ſaid recited Indenture of Leaſe, and the ſaid Meſſuage or Tenement and Premiſſes thereby leaſed, are ſince by divers good and ſufficient meſne Aſſignments and Conveyances in the Law or otherwiſe lawfully come to and veſted in the ſaid *Adam Aſh*, for all the now Reſidue of the ſaid Term of ſeventy Years therein. And whereas by one other Indenture bearing Date the tenth Day of *Auguſt*, which was in the Year of our Lord 1718. and made or mentioned to be made between *George Gun* of the Pariſh of *St. Giles Cripplegate*, *London*, Sadler, of the one Part, and the ſaid *Adam Aſh* of the other Part, reciting as therein is recited, and for the Conſiderations therein mentioned, the ſaid *George Gun*, with the Approbation of *Samuel Browning*, Eſq; then one of the Maſters of the High Court of Chancery, did grant, demiſe, ſet and to farm let unto the ſaid *Adam Aſh*, his Executors, Adminiſtrators, and Aſſigns, all that Piece or Parcel of Ground then in the Occupation of him the ſaid *Adam Aſh*, and by him uſed for a Wood-yard or Timber-yard, which ſaid Yard contains [*Here a Deſcription by Survey*, &c.] together with all Erections and Buildings thereon then erected and built; all which Premiſſes thereby demiſed were then in the Tenure, Poſſeſſion or Occupation of the ſaid *Adam Aſh*, and are ſituate and being in the ſaid Pariſh of *St. Giles Cripplegate*, *London*, together with their and every of their Appurtenances, and all and all Manner of Ways, Waters, Watercourſes, Lights, Eaſements, Profits, Commodities and Appurtenances whatſoever to the ſame Premiſſes belonging or in any wiſe appertaining, or to or with the ſame uſed, occupied or enjoyed, as Part or Parcel thereof; To hold the ſaid laſt mentioned Premiſſes unto the ſaid *Adam Aſh*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of the Nativity of St. *John* Baptiſt laſt paſt before the Date thereof for the Term of thirty-one Years, at and under the yearly Rent of 12 *l.* payable Quarterly, as therein is mentioned; as by the ſaid laſt recited Indenture, Relation being thereunto had, may more fully and at large appear.

which is veſted in the Mortgagor. Another Leaſe for Years recited.

The Mortgagor aſſigns them to the Mortgagee.

Now this Indenture further witneſſeth, that for and in Conſideration of the ſaid Sum of 2000 *l.* ſo paid by the ſaid *Charles Crew* to the ſaid *Adam Aſh* as aforeſaid, he the ſaid *Adam Aſh* hath granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Charles Crew*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuage or Tenement, Pieces or Parcels of Ground, Stables, Erections, Buildings, and other the Premiſſes in and by the ſaid two ſeveral recited Indentures of Leaſe or either of them demiſed or leaſed, or mentioned or intended ſo be, with their and every of their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Adam Aſh*, of, in, to or out of the ſaid laſt mentioned Premiſſes or any of them, or any Part or Parcel thereof, by Force or Virtue of the ſaid two ſeveral recited Indentures of Leaſe, or of the before mentioned meſne Aſſignments, or any or either of them, or otherwiſe however; to have and to hold the ſaid Meſſuage or Tenement, Pieces or Parcels of Ground, Stables, Erections, Buildings, and all and ſingular other the Premiſſes, hereby or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Charles Crew*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid two ſeveral and reſpective Terms of ſeventy Years and thirty-one Years therein reſpectively, ſubject to the Proviſo and

Habendum, &c.

Agreement for Redemption of the ſame Premiſſes next herein after mentioned (that is to ſay:) Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *Charles Crew* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Adam Aſh*, his Heirs, Executors, Adminiſtrators and Aſſigns, that if the ſaid *Adam Aſh*, his Heirs, Executors or Adminiſtrators ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Charles Crew*, his Executors, Adminiſtrators or Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the ſaid County of *Middleſex*, the full and juſt Sum of 2100 *l.* of lawful Money of *Great Britain*; without any Deduction, Defalcation or Abatement out of the ſame, or any Part thereof, for or in Reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Matter, Cauſe or Thing whatſoever taxed, charged or impoſed, or to be taxed, charged or impoſed upon the aforeſaid Premiſſes, or any of them, or upon the ſaid *Charles Crew*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, in reſpect thereof, by Authority of Parliament, or otherwiſe howſoever; in Manner following, that is to ſay, the Sum of 50 *l.* Part thereof, upon the firſt Day of *November* next enſuing the Date hereof, and the further Sum of 2050 *l.* Reſidue, and in full Payment of the ſaid Sum of 2100 *l.* on the firſt Day of *May* then next enſuing, and which will be in the Year of our Lord 1725. then and in ſuch Caſe, and at any Time after ſuch good and punctual Payment ſhall be made as aforeſaid, he the ſaid *Charles Crew*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively ſhall and will upon the Requeſt, and at the Coſts and Charges of the ſaid *Adam Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, convey and ſign, or cauſe to be conveyed and aſſigned unto the ſaid *Adam Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns reſpectively, or unto ſuch other Perſon or Perſons as he or they ſhall for that Purpoſe nominate and appoint, all and every the ſaid ſeveral Meſſuages or Tenements, Sheds, Pieces or Parcels of Ground, Hereditaments and other the Premiſſes, hereby or mentioned or intended to be hereby granted, conveyed and aſſigned reſpectively as aforeſaid, free from all Incumbrances made or done, or to be made or done by the ſaid *Charles Crew*, his Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons claiming or to claim from, by or under him, them, or any of them; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Adam Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Charles Crew*, his Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, that he the ſaid *Adam Aſh*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Charles Crew*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 2100 *l.* at ſuch Times and Place, and in ſuch Manner and Form as are herein before mentioned for Payment thereof, without any Deduction or Abatement for Taxes, or otherwiſe as aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents; and alſo ſhall and will at his and their own proper Coſts and Charges bear, ſatisfy and pay all ſuch Taxes, Charges, Aſſeſſments and Payments as aforeſaid; and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified the ſaid *Charles Crew*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and the ſaid Sum of 2100 *l.* And further, that it ſhall and may be lawful to and for the ſaid *Charles Crew*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 2100 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid ſeveral Meſſuages or Tenements, Sheds, Pieces or Parcels of Ground, Hereditaments, and other the Premiſſes, hereby or mentioned or intended to be hereby granted, conveyed and aſſigned reſpectively as aforeſaid, and to receive and take the Rents and Profits thereof, and of every Part thereof, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Adam Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons whomſoever; and that free and clear, and freely and clearly acquitted,

ſubject to Redemption. Proviſo for Redemption.

On Payment of the Mortgage-Money, &c.

the Mortgagee to re-convey.

The Mortagor covenants to pay the Money, Intereſt,

and Taxes, &c.

and that after Default in Payment

the Mortgagee may enter and enjoy,

free from Incumbrances.

acquitted, exonerated and discharged, or otherwise by the said *Adam Ash*, his Heirs, Executors or Administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Titles of Dower, Uses, Trusts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and against all and singular other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, done, committed, occasioned, or suffered, or to be had, made, done, committed, occasioned or suffered, by the said *Adam Ash*, his Heirs, Executors, Administrators or Assigns, or any of them, or by any other Person or Persons whomsoever (the Rents and Covenants in the said several recited Indentures of Lease reserved and contained, and which from thenceforth on the Tenants or Lessees Part shall be to be paid, done and performed, excepted and foreprized; and also except the Residue of a certain Term of five hundred Years of and in the said Messuages, Tenements and Premisses herein before mentioned to be hereby granted and released, and which by Indenture of Assignment quadrupartite bearing Date the first Day of this instant Month of *May* is assigned or mentioned to be assigned to *Henry Hunt*, his Executors, Administrators and Assigns, in Trust for the said *Adam Ash*, his Heirs and Assigns; which said Term of five hundred Years of and in the same Messuages, Tenements and Premisses, is by Agreement of all the said Parties to these Presents from henceforth to remain, continue and be in the said *Henry Hunt*, his Executors, Administrators and Assigns, in Trust for the said *Charles Crew*, his Executors, Administrators and Assigns, for the better securing to him and them the Payment of the said Sum of 2100 *l.* in Manner aforesaid, and subject thereto, in Trust for the said *Adam Ash*, his Heirs and Assigns.) And moreover, that the said *Adam Ash*, his Heirs, Executors and Administrators, and all and every other Person or Persons having or lawfully claiming, or which shall or may have or lawfully claim any Estate, Right, Title, Trust, or Interest, of, in, to, or out of the said several Messuages or Tenements, Sheds, Pieces or Parcels of Ground, Hereditaments, and other the Premisses hereby, or mentioned or intended to be hereby granted, conveyed and assigned respectively, or any of them, or any Part thereof, shall and will from Time to Time, and at all Times from and after Default shall happen to be made of or in Payment of the said Sum of 2100 *l.* or any Part thereof, contrary to the Form and Effect of the aforesaid Proviso and Covenant for Payment of the same, upon every reasonable Request, and at the Costs and Charges in the Law of the said *Charles Crew*, his Heirs, Executors, Administrators or Assigns, make, do, acknowledge, levy, execute and suffer, or cause to be made, done, acknowledged, levied, executed and suffered, all and every such further and other lawful and reasonable Acts, Deeds and Things, Devices, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute granting, conveying, assigning and assuring of the said several Messuages or Tenements, Sheds, Pieces or Parcels of Ground, Hereditaments, and other the Premisses, with their Appurtenances, unto him the said *Charles Crew*, his Heirs, Executors, Administrators and Assigns respectively, for and during the respective Estates, Terms and Interests therein, herein before granted and assigned, or mentioned or intended to be granted and assigned respectively as aforesaid; freed and absolutely discharged of and from the aforesaid Proviso or Agreement, and all and every other Provisoes and Agreements for Redemption of the Premisses or any Part thereof, and all Equity thereupon, as by the said *Charles Crew*, his Heirs, Executors, Administrators or Assigns or his or their Council learned in the Law shall be reasonably advised, or devised and required. And lastly, it is hereby declared and agreed by and between all the said Parties to these Presents, that in the mean Time, and until Default shall happen to be made of or in Payment of the said Sum of 2100 *l.* or some Part thereof, contrary to the Form and Effect of the aforesaid Proviso and Covenant for Payment of the same, it shall and may be lawful to and for the said *Adam Ash*, his Heirs, Executors and Administrators respectively, peaceably and quietly to have, hold and enjoy the said several Messuages or Tenements, Sheds, Pieces or Parcels of Ground, Hereditaments and Premisses, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Use and Benefit, without the lawful Let, Suit, Trouble, Denial or

except Rents, &c. in the Leases,

and except a Term,

which is to continue in a Trustee, in a Trust for the Mortgagee, &c.

The Mortgagor covenants, after Default of Payment, to make further Assurances,

without Redemption.

Agreement that until Default of Payment the Mortgagor shall enjoy.

Interruption of or by the ſaid *Charles Crew*, his Heirs, Executors, Adminiſtrators or Aſſigns reſpectively, or any of them, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under him, them, or any of them. In Witneſs, *&c.*

A Mortgage in Fee from one to one, by Leaſe, Releaſe and Fine; this being the Releaſe, and containing a Covenant to levy Fines to bar Intails. Exception of a Jointure for Life on Part of the Mortgaged Premiſſes. N° 7.

THIS Indenture, made the twelfth Day of *October Anno Domini* 1725. and in the eleventh Year of the Reign, *&c.* between *Alfred Aſton* of *Bidford* in the County of *Cheſter*, Eſq; only Son and Heir of *Alfred Aſton* late of the ſame Place, Eſq; deceaſed, by *Dorothy Aſton* (formerly *Dorothy Dent*) late the Wife, and now the Widow and Relict of the ſaid *Alfred Aſton* deceaſed, of the one Part, and *Ezra Eldred* of *Fidham* in the County of *Glouceſter*, Eſq; of the other Part, witneſſeth, that for and in Conſideration of the Sum of 2000 *l.* of lawful Money of *Great Britain*, to the ſaid *Alfred Aſton* Party hereunto in Hand paid by the ſaid *Ezra Eldred* at or before the Enſealing and Delivery of theſe Preſents; the Receipt whereof he the ſaid *Alfred Aſton* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Ezra Eldred*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents; and for docking and barring all Eſtates Tail, and all Reverſions and Remainders thereupon expectant or depending of and in the Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, he the ſaid *Alfred Aſton* Party hereunto, hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Ezra Eldred*, his Heirs and Aſſigns, all that Capital Meſſuage, or Tenement or Manſion-Houſe of him the ſaid *Alfred Aſton* Party hereunto, with the Appurtenances, ſituate and being in the Pariſh of *Bidford* in the ſaid County of *Cheſter*, together with the Dove-houſes, Buildings, Yards, Gardens, Orchards, Backſides and Appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed; and alſo all that Cloſe of Land or Meadow Ground commonly called by the Name of the *Hock Cloſe*, to the ſaid Capital Meſſuage belonging or appertaining, or therewith uſed or enjoyed, containing by Eſtimation twenty-ſix Acres, be the ſame more or leſs; and all thoſe Arable Lands lying and being diſperſed in the common Fields of *Bidford* aforeſaid, containing by Eſtimation one hundred and ſixty Acres, or thereabouts, be the ſame more or leſs, together with Common of Paſture for two hundred and twenty Sheep, and nineteen Milch or other Kine, and twelve Horſes, to go, depaſture and feed in the common Fields of *Bidford* aforeſaid, [*Here follow more Parcels, ſome of them mentioned to be in Jointure to the Mortgagor's Mother*;] and alſo all other the Freehold Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Alfred Aſton* Party hereunto, ſituate, lying or being in *Bidford*, *Jugg* and *Kirkall* aforeſaid, every or any of them which are now in Jointure to her the ſaid *Dorothy Aſton*, with their and every of their Appurtenances; and alſo all Ways, Waters, Watercourſes, Trees, Woods, Underwoods, Common, Common of Paſture, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them belonging or appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, (all which ſaid Meſſuages, Tenements or Farms, Lands, Hereditaments and Premiſſes mentioned, or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Ezra Eldred*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Alfred Aſton* Party hereunto, for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Ezra Eldred*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided;) and the

The Parties. The Conſideration Money, and for barring Intails, *&c.* The Grant, Releaſe, *&c.* The Parcels. General Words. Bargain for a Year mentioned.

General Words.

Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Alfred Aſton* Party hereunto, of, in, to or out of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Ezra Eldred*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Ezra Eldred*, and of his Heirs and Aſſigns for ever, ſubject to the Proviſo and Agreement for Redemption of the Premiſſes herein after mentioned and contained. And the ſaid *Alfred Aſton* Party hereunto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Ezra Eldred*, his Heirs, Executors and Adminiſtrators, that he the ſaid *Alfred Aſton* ſhall and will at his own Coſts and Charges before the End of *Michaelmas* Term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *ſur Conuzance de Droit come ceo, &c.* whereupon Proclamations ſhall and may be had and made, according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Ezra Eldred* and his Heirs, of all the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſame Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or either of them, or whereunto they, or either of them, are, is or ſhall be Party or Parties, or Privy or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between the ſaid Parties to theſe Preſents to be and enure unto and for the only proper Uſe and Behoof of him the ſaid *Ezra Eldred*, and of his Heirs and Aſſigns for ever; ſubject to the Proviſo and Agreement for Redemption of the Premiſſes next herein after mentioned, (that is to ſay) Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that if the ſaid *Alfred Aſton* Party hereunto, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid, unto the ſaid *Ezra Eldred*, his Executors, Adminiſtrators and Aſſigns, at or in the Dwelling-Houſe of the ſaid *Ezra Eldred*, ſituate in *Fidham* aforeſaid, the full and juſt Sum of 2080 *l.* of lawful Money of *Great Britain*, without any Deduction or Abatement out of the ſame or any Part thereof, for or in reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Matter, Cauſe or Thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the Premiſſes, or any of them, or upon the ſaid *Ezra Eldred*, his Executors, Adminiſtrators or Aſſigns, for or in reſpect thereof, by Authority of Parliament, or otherwiſe howſoever, in Manner following, (that is to ſay) 40 *l.* Part thereof, upon the twelfth Day of *April* now next enſuing, and which will be in the Year of our Lord 1726. and 2040 *l.* Reſidue, and in full Payment of the ſaid Sum of 2080 *l.* upon the twelfth Day of *October* then next enſuing, then and in ſuch Caſe the ſaid *Ezra Eldred*, his Heirs or Aſſigns, ſhall and will at any Time or Times thenafter, upon the Requeſt, and at the Coſts and Charges in the Law of the ſaid *Afred Aſton* Party hereunto, or his Heirs, reconvey the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Afred Aſton* Party hereunto, his Heirs and Aſſigns, or as he or they ſhall in that Behalf direct or appoint; free from all Incumbrances made or done, or

Habendum to the Mortgagee in Fee,

ſubject to Redemption.

The Mortgagor covenants to levy a Fine *come ceo* with Proclamations

to enure

to the Uſe of the Mortgagee, ſubject to Redemption.

The Proviſo for Redemption.

to be made or done by the ſaid *Ezra Eldred*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim, from, by or under him, them, or any of them, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Alfred Aſton* Party hereunto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Ezra Eldred*, his Executors, Adminiſtrators and Aſſigns, in Manner following (that is to ſay) that he the ſaid *Alfred Aſton* Party hereunto, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Ezra Eldred*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 2080*l.* at ſuch Times and Place, and in ſuch Manner and Form, as are herein before mentioned for Payment thereof, without any Deduction or Abatement for Taxes or otherwiſe, as aforeſaid, according to the Purport of the aforeſaid Proviſo, and the true Intent and Meaning of theſe Preſents. And alſo ſhall and will at his, their or ſome of their own proper Coſts and Charges bear, ſatisfy and pay all ſuch Taxes, Charges, Aſſeſſments and Payments as aforeſaid; and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified the ſaid *Ezra Eldred*, his Heirs, Executors, Adminiſtrators and Aſſigns, and the ſaid Sum of 2080*l.* And alſo that he the ſaid *Alfred Aſton* Party hereunto, is and ſtandeth lawfully, rightly and abſolutely ſeiſed in his Demeſne as of Fee of and in the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple or Fee-tail, to him and his Heirs, or the Heirs Male of his Body, with the immediate Remainder thereupon expectant to him and his Heirs; without any Reverſion or Remainder in the King's Majeſty, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame, (except as is herein after excepted.) And further, that he the ſaid *Ezra Eldred*, his Heirs and Aſſigns, ſhall or lawfully may from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 2080*l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, and receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Alfred Aſton* Party thereunto, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever, (except as is herein after excepted;) and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Alfred Aſton* Party hereunto, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered, by the ſaid *Alfred Aſton* Party hereunto, his Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever; (other than and except the Eſtate for Life of the ſaid *Dorothy Aſton*, of and in ſuch Part of the Premiſſes as are herein before mentioned to be now in Jointure to her for the Term of her Life.) And moreover, that he the ſaid *Alfred Aſton* Party hereunto, and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, (except the ſaid *Dorothy Aſton*, for or in reſpect only of her ſaid Eſtate for Life, of and in ſuch Part of the Premiſſes as are now in Jointure to her as aforeſaid) ſhall and will from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 2080*l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo

The Mortgagor covenants to pay, &c.

free from Taxes;

and that he is ſeiſed in Fee or Fee-tail,

free from Incumbrances,

(with Exception) and that (after Default of Payment) the Mortgagor may enter and enjoy,

free from Incumbrances,

except a Jointure for a Life.

The Mortgagor covenants to make further Aſſurances,

(after Default of Payment)

Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Ezra Eldred*, his Heirs, Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Ezra Eldred*, his Heirs and Aſſigns, to his and their Uſe; freed and abſolutely diſcharged of and from the aforeſaid Proviſo or Agreement for Redemption of the Premiſſes, and all Equity thereupon; as by the ſaid *Ezra Eldred*, his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required. And laſtly, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in the mean Time, and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 2080*l.* or ſome Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *Alfred Aſton* Party hereunto, and his Heirs, peaceably and quietly to have, hold and enjoy the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Ezra Eldred*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of any other Perſon or Perſons lawfully claiming or to claim from, by or under him, them, or any of them. In Witneſs, *&c.*

free from Redemption.

Agreement that the Mortgagor ſhall enjoy until Default of Payment.

N° 8. *A Mortgage in Fee by Father and Son of a Manor, Advowſon, &c. with Exceptions as to Parcels, and as to certain Mortgage Terms which are now by another Deed aſſigned in Truſt for the Mortgagee. The Father having a Power by his Marriage-Settlement to appoint Portions for younger Children, covenants that he will not appoint them in Prejudice of this Security. The Mortgagee covenants to accept leſs than lawful Intereſt on early Payment, and not otherwiſe.*

THIS Indenture, made the eleventh Day of *July Anno Domini* 1726. and in the thirteenth Year of the Reign of our Sovereign Lord *George*, by the Grace of God, of *Great Britain*, *France* and *Ireland*, King, *&c.* between *Amos Archer* the Elder, of *Barden* in the County of *Cumberland*, Eſq; Son and Heir of Sir *Amos Archer* late of the ſame Place, Knt. deceaſed, and *Amos Archer* the Younger, Eſq; Son and Heir Apparent of the ſaid *Amos Archer* the Elder, of the one Part, and *Denzil Deal* of *London*, Eſq; of the other Part, witneſſeth, that for and in Conſideration of the Sum of 6000*l.* of lawful Money of *Great Britain*, to the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, or one of them, or by their Order and Direction well and truly paid by the ſaid *Denzil Deal* at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof accordingly they the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Denzil Deal*, his Heirs, Executors, Adminiſtrators and Aſſigns, and of every of them for ever by theſe Preſents, they the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, have, and each of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Denzil Deal*, his Heirs and Aſſigns, all that the Manor or Lordſhip of *Barden*, with the Rights, Royalties, Members and Appurtenances thereof in the ſaid County of *Cumberland*; and all that the Advowſon, Donation and Right of Patronage and Preſentation, of, in and to the Rectory and

The Parties.

The Conſideration.

The Grant, Releaſe, *&c.*

The Parcels, a Manor, Advowſon, *&c.*

and Pariſh Church of *Barden* in the ſaid County of *Cumberland*; and alſo all that Capital Meſſuage or Manſion-Houſe, commonly called or known by the Name of *Barden-Hall* in *Barden* aforeſaid in the ſaid County of *Cumberland*, being now the Dwelling-Houſe of the ſaid *Amos Archer* the Elder; and alſo all Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Courts, Yards, Gardens, Orchards, and other Hereditaments of or belonging to the ſaid Capital Meſſuage or Manſion-Houſe, or therewith uſed or enjoyed; and alſo all thoſe Lands, Meadows, Paſtures or incloſed Grounds with the Appurtenances, now or heretofore called *Barden Park*; and alſo all thoſe ſeveral Pieces or Parcels of Land, Meadow or Paſture Ground, with their Appurtenances, lying or being near the ſaid Capital Meſſuage, and late or ſometime in the Tenure or Occupation of the ſaid Sir *Amos Archer*, containing altogether two hundred Acres, more or leſs, being now of the yearly Value of 200 *l.* or thereabouts, [*Here follow more Parcels*]; and alſo all that Woodland or Ground, with the Appurtenances, lying or being within the Lordſhip or Pariſh of *Barden* aforeſaid, and containing by Eſtimation ſixty-one Acres, more or leſs; and alſo all that Woodland or Ground, with the Appurtenances, lying or being within the Lordſhip and Pariſh of *Erdfield*, and containing by Eſtimation twelve Acres, more or leſs; and alſo all that Woodland or Ground, with the Appurtenances, lying or being within the Lordſhip and Pariſh of *Fixley*, and containing by Eſtimation two Acres, more or leſs; and alſo all that Woodland or Ground, with the Appurtenances, lying and being in the Pariſh of *Barden* aforeſaid, commonly called or known by the Name of *Gibland*, and containing by Eſtimation eight Acres, more or leſs; which laſt mentioned Parcel of Woodland was lately purchaſed by the ſaid *Amos Archer* the Elder to him and his Heirs, of and from *Hugh Hall* and others, by Indentures of Leaſe and Releaſe bearing Date reſpectively the ſecond and third Days of *December* 1715, all which ſaid Woodlands before mentioned now are or late were in the Tenure or Occupation of the ſaid *Amos Archer* the Elder, his Aſſigns, Leſſees or Under-tenants, and are together of the yearly Value of 84 *l.* or thereabouts; and alſo all Meſſuages, Farms, Granges, Mills, Tofts, Cottages, Dove-Houſes, Buildings, Barns, Stables, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Parks, Commons, Woods, Underwoods, Coppices, and the Ground and Soil of the ſame Warrens, Rents, Reverſions, Services, Courts-Leet, Courts-Baron, Rights, Royalties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Manor, Advowſon, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof belonging or in any wiſe appertaining; or with them, or any of them, uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them, or any of them; and alſo all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of them the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, or either of them, ſituate, lying or being within the ſaid County of *Cumberland*, (other than and except all that Meſſuage, Tenement and Farm called *Jog Farm*, with the Appurtenances and the Lands thereunto belonging, ſituate and lying in *Barden* aforeſaid, and lately granted unto *Kenrick Archer* (Brother of the ſaid *Amos Archer* the Elder) for the Term of ninety-nine Years; and other than and except all thoſe three Meſſuages or Tenements, with their Appurtenances, in *Lede* in the ſaid County of *Cumberland*, now or late or ſometime in the ſeveral Tenures or Occupations of *Matthew Mills*, *Nahum Norris* and *Owen Oldys*, or their Aſſigns, (all which ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned, or intended to be hereby granted and releaſed (except before excepted) are now in the actual Poſſeſſion of the ſaid *Denzil Deal*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Denzil Deal*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Power and Powers of charging, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity, of them the

General Words.

Exceptions.

Bargain, &c. for a Year mentioned.

General Words.

the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, and of each or either of them, of, in, to or out of the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, (except before excepted); To have and to hold the ſaid Manor, Advowſon, Meſſuages, Farms, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances (except before excepted) unto the ſaid *Denzil Deal*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Denzil Deal* and of his Heirs and Aſſigns for ever; ſubject to the Proviſo and Agreement next herein after contained for Redemption of the Premiſſes; (that is to ſay) Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that if the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, or either of them, their or either of their Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Denzil Deal*, his Executors, Adminiſtrators or Aſſigns, at or in the Common Dining-Hall of the *Middle-Temple*, *London*, the full and juſt Sum of 6300 *l.* of lawful Money of *Great Britain*, without any Deduction or Abatement out of the ſame or any Part thereof, for or in reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Matter, Cauſe or Thing whatſoever taxed, charged or impoſed, or to be taxed, charged or impoſed upon the Premiſſes or any of them, or upon the ſaid *Denzil Deal*, his Heirs, Executors, Adminiſtrators or Aſſigns, for or in reſpect thereof, by Authority of Parliament, or otherwiſe howſoever, in Manner following, (that is to ſay) the Sum of 150 *l.* Part thereof, upon the eleventh Day of *February* now next enſuing, and the Sum of 6150 *l.* Reſidue and in full Payment of the ſaid Sum of 6300 *l.* upon the eleventh Day of *Auguſt* then next enſuing, and which will be in the Year of our Lord 1727, then and in ſuch Caſe he the ſaid *Denzil Deal*, his Heirs or Aſſigns, ſhall and will at any Time or Times thenafter, upon the Requeſt, and at the Coſts and Charges in the Law of the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, or either of them, their or either of their Heirs or Aſſigns, re-convey and re-aſſure the ſaid Manor, Advowſon, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, their Heirs or Aſſigns, or as they ſhall in that Behalf direct or appoint, free from all Incumbrances made or done, or to be made or done by the ſaid *Denzil Deal*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim from, by or under him, them, or any of them, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger do, and each of them doth for themſelves and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Denzil Deal*, his Heirs, Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner following; (that is to ſay) that they the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, or one of them, their or one of their Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Denzil Deal*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 6300 *l.* at ſuch Times and Place, and in ſuch Manner and Form as are herein before mentioned for Payment thereof, without any Deduction or Abatement for Taxes or otherwiſe as aforeſaid, according to the Purport of the aforeſaid Proviſo, and the true Intent and Meaning of theſe Preſents; and alſo ſhall and will at his and their, or ſome or one of their own proper Coſts and Charges bear, ſatisfy and pay all ſuch Taxes, Charges, Aſſeſſments and Payments as aforeſaid, and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified the ſaid *Denzil Deal*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and the ſaid Sum of 6300 *l.* And alſo that they the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, or one of them, have or hath at the Time of the Enſealing and Delivery of theſe Preſents in themſelves or one of them, good Right, full Power and lawful and abſolute Authority to grant and convey the ſaid Manor, Advowſon, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be

Habendum

to the Mortgagee in Fee, ſubject to Redemption.

Proviſo for Redemption on Payment,

without Deduction for Taxes.

The Mortgagors covenant for Payment of the Principal and Intereſt, free from Taxes,

and that they or one, &c. has Power to convey;

be hereby releaſed, with their Appurtenances, unto and to the Uſe of the ſaid *Denzil Deal*, his Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents, (except as is herein after excepted). And further, that it ſhall and may be lawful to and for the ſaid *Denzil Deal*, his Heirs and Aſſigns, from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 6300 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant herein before continued for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Manor, Advowſon, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, (except before excepted) and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, or either of them, their or either of their Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever, (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, or one of them, their or one of their Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, or either of them, their or either of their Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever; except one Indenture dated on or about the twenty-ſixth Day of *May* 1696, whereby the ſaid *Amos Archer* the Elder, for the Conſiderations therein mentioned, did grant, bargain and ſell Part of the Premiſſes hereby or mentioned to be hereby releaſed, with their Appurtenances, by way of Mortgage unto *Philip Penn*, then of *London*, Eſq; ſince deceaſed, his Executors, Adminiſtrators and Aſſigns, from the Day before the Day of the Date of the ſame Indenture, for the Term of five hundred Years, without Impeachment of Waſte; for ſecuring to the ſaid *Philip Penn*, his Executors, Adminiſtrators or Aſſigns, the Sum of 1200 *l.* Principal Money, with Intereſt for the ſame, at 4 *l. per Cent. per Annum* at certain Days and Times in the ſame Indenture for that Purpoſe limited, and long ſince paſt; and alſo except one other Indenture dated on or about the ninth Day of *December* 1697, whereby the ſaid *Amos Archer* the Elder, for the Conſiderations therein mentioned, did releaſe, ratify and confirm the Premiſſes in and by the ſaid firſt excepted Indenture granted, with their Appurtenances, unto the ſaid *Philip Penn*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of five hundred Years therein; and alſo did grant, bargain and ſell other Part of the Premiſſes herein before mentioned to be hereby releaſed, with their Appurtenances, unto the ſaid *Philip Penn*, his Executors, Adminiſtrators and Aſſigns, from the Day before the Day of the Date of the ſaid laſt excepted Indenture for the Term of five hundred Years, without Impeachment of Waſte; under a Proviſo in the ſaid laſt excepted Indenture contained for Redemption of all the ſaid mortgaged Premiſſes on Payment of 2400 *l.* Principal Money, and Intereſt for the ſame at the Rate of 5 *l. per Cent. per Annum*, by the ſaid *Amos Archer* the Elder unto the ſaid *Philip Penn*, his Executors, Adminiſtrators or Aſſigns, at certain Days and Times therein for that Purpoſe limited, and long ſince paſt: The now Reſidue of which ſaid ſeveral Terms of five hundred Years and five hundred Years are by Indenture quadrupartite bearing even Date herewith (and made or mentioned to be made between *Ralph Penn*, Eſq; ſole Executor of the Laſt Will and Teſtament of *Simon Penn*, Eſq; his late Father, deceaſed, who was Son and ſole Executor of the Laſt Will and Teſtament of the ſaid *Philip Penn*, of the firſt Part, the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, of the ſecond Part, the ſaid *Denzil Deal* of the third Part, and *Titus Deal* of *Ems* in the County of *Wilts*, Eſq; of the fourth Part) aſſigned or mentioned to be aſſigned

and that, after Default in Payment, the Mortgagee may enter and enjoy,

free from Incumbrances.

Exception of ſeveral Mortgages, which by another Deed of this Date

are aſſigned

to

in Truſt for the Mortgagee, &c.

to the ſaid *Titus Deal*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Denzil Deal*, his Executors, Adminiſtrators and Aſſigns (ſubject nevertheleſs to Redemption, by Virtue of the Proviſo for that Purpoſe herein before contained, on Payment of the ſaid Sum of 6300 *l.* in Manner aforeſaid). And the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger do, and each of them doth for themſelves and each of them, their and each of their Heirs, Executors and Adminiſtrators, hereby further covenant, promiſe, grant and agree to and with the ſaid *Denzil Deal*, his Heirs, Executors, Adminiſtrators and Aſſigns, that they the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, and their Heirs, and all other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either at Law or in Equity, of, in, to or out of the ſaid Manor, Advowſon, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, mentioned or intended to be hereby releaſed, or any of them, or any Part thereof, ſhall and will from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 6300 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Denzil Deal*, his Heirs, Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, (except before excepted) unto and to the Uſe of the ſaid *Denzil Deal*, his Heirs and Aſſigns; freed and abſolutely diſcharged of and from the aforeſaid Proviſo and Agreement herein before contained, and all other Proviſoes and Agreements for Redemption of the ſame Premiſſes or any Part thereof, as by the ſaid *Denzil Deal* his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in the mean Time, and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 6300 *l.* or ſome Part thereof, contrary to the Form and Effect of the ſaid Proviſo and Covenant herein before contained for Payment of the ſame, it ſhall and may be lawful to and for the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, and their Heirs, peaceably and quietly to have, hold and enjoy the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit; without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Denzil Deal*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them, or any of them. And whereas by Indenture tripartite of Settlement bearing Date the twenty-fifth Day of *October* 1703. made previous and in order to the Marriage, of the ſaid *Amos Archer* the Elder with *Mary* his now Wife, the greateſt Part of the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſes, mentioned or intended to be hereby granted and releaſed, are and were *(inter alia)* limited from and after the Deceaſe of him the ſaid *Amos Archer* the Elder unto *Zacheus Zouch* the Younger and *Adam Zouch*, Eſqs; in the ſame Indenture named, their Executors, Adminiſtrators and Aſſigns, for the Term of one thouſand Years, without Impeachment of Waſte; in Truſt out of the Premiſſes in the ſame Term comprized, by the Ways and Means in the ſaid Settlement in that Behalf mentioned, to raiſe and pay unto and for ſuch Child or Children of him the ſaid *Amos Archer* by the ſaid *Mary* his now Wife (beſides an Eldeſt or only Son) ſuch Sum or Sums of Money, and at ſuch Time or Times, and in ſuch Manner, as he the ſame *Amos Archer* ſhould think fit to be raiſed out of the ſame, for the Maintenance, Portions and Proviſion of or for ſuch Child or Children, and as he the ſaid laſt named *Amos Archer*, by any Deed or Deeds in Writing under

The Mortgagors covenant

(after Default of Payment)

to make further Aſſurances,

without Redemption;

and in the mean Time the Mortgagors to enjoy.

The Settlement previous to the Father's Marriage recited,

whereby a Term was created to raiſe Portions and Maintenances for younger Children as he ſhould think fit,

his Hand and Seal, atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, atteſted in like Manner, ſhould declare and appoint; and ſubject to and chargeable with the ſame Truſt, in Truſt to attend and wait upon the Freehold and Inheritance expectant upon the Determination of the ſaid Term of one thouſand Years: Now this Indenture farther witneſſeth, that in Conſideration of the ſaid Sum of 6000 *l.* ſo lent and paid by the ſaid *Denzil Deal* aforeſaid, he the ſaid *Amos Archer* the Elder doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Denzil Deal*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Amos Archer* the Elder hath not at any Time heretofore, by any ſuch his Deed, Writing or Will as aforeſaid, or otherwiſe howſoever, charged, directed or appointed any Sum or Sums of Money whatſoever to be raiſed or paid out of the Premiſſes in the ſaid Term of one thouſand Years comprized, or any Part thereof, for the Maintenance, Portions or Proviſion of ſuch his Child or Children as aforeſaid, or any of them; and that he the ſaid *Amos Archer* ſhall not nor will at any Time or Times hereafter make any ſuch Charge, Direction or Appointment as aforeſaid, or otherwiſe charge or incumber the ſaid Term of one thouſand Years, or the Premiſſes therein comprized, and herein before granted and releaſed, or any of them, or any Part thereof, with the Payment of any Sum or Sums of Money to or for the Benefit of all or any ſuch his Child or Children as aforeſaid, ſo as to prejudice, weaken or obſtruct the Security hereby made or given; but all ſuch Charges (if any be) ſhall be deemed, eſteemed, adjudged and taken only as a ſubſequent Charge, and poſtponed to the ſaid Sum of 6000 *l.* Principal Money, ſecured and made payable to the ſaid *Denzil Deal*, his Executors, Adminiſtrators or Aſſigns as aforeſaid, and the Intereſt hereafter to grow due for the ſame, and every or any Part thereof. And laſtly, the ſaid *Denzil Deal*, doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree to and with the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, their Heirs, Executors and Adminiſtrators, that in Caſe they the ſaid *Amos Archer* the Elder and *Amos Archer* the Younger, or either of them, their or either of their Heirs, Executors or Adminiſtrators, ſhall and do yearly and every Year from Time to Time, and for ſo long a Time as the ſaid Principal Sum of 6000 *l.* or any Part thereof, ſhall remain due and owing to the ſaid *Denzil Deal*, his Executors, Adminiſtrators or Aſſigns, upon this preſent Mortgage and Security, well and truly pay, or cauſe to be paid unto the ſaid *Denzil Deal*, his Executors, Adminiſtrators or Aſſigns, by equal Half-yearly Payments upon every twelfth Day of *February* and twelfth Day of *Auguſt* in every Year, or within three Calendar Months next after every of the ſame reſpective Half-yearly Days of Payment, the yearly Sum of 270 *l.* of lawful Money of *Great Britain*, for the Intereſt of the ſaid whole Principal Sum of 6000 *l.* (being after the Rate of 4 *l.* 10 *s.* *per Cent. per Ann.*) and ſo proportionably, and after that Rate for ſo much of the ſaid 6000 *l.* as ſhall then remain due or owing; then and in ſuch Caſe, and not otherwiſe, he the ſaid *Denzil Deal*, his Executors, Adminiſtrators or Aſſigns, ſhall and will from Time to Time receive and accept of the ſame, in Lieu and Satisfaction of and for the Intereſt after the Rate of 5 *l.* *per Cent. per Ann.* herein before provided and covenanted to be paid for the ſaid Principal Sum of 6000 *l.* and ſhall and will from Time to Time give Receipts and Diſcharges for the ſame accordingly, as if the whole Intereſt of the ſaid 6000 *l.* after the Rate of 5 *l.* *per Cent. per Ann.* were actually paid; any Covenant, Proviſo or Agreement herein before contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, *&c.*

and ſubject thereto to attend the Inheritance.

He covenants that he has not charged or appointed;

and that he will not hereafter,

ſo as to prejudice this Security, *&c.*

The Mortgagee covenants,

upon timely Payment, *&c.* to accept leſs than lawful Intereſt,

and not otherwiſe.

N° 9. ***A Mortgage in Fee to two former Mortgagees in Fee, one of them being a Truſtee for the other. This is by a Releaſe of the former Equity of Redemption, and a Confirmation of their Eſtate, ſubject to a new Proviſo, &c. for Redemption on Payment of the new Conſideration-Money, viz. the former and an additional Sum.***

THIS Indenture made the twentieth Day of *July Anno Domini* 1727. and in the firſt Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland*, King, Defender of the Faith, *&c.* between *Amos Aſh* of, *&c.* Eſq; of the one Part, and *Bevil Bunce* of, *&c.* Eſq; and *Caleb Coe* of, *&c.* Eſq; of the other Part. Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being Quadrupartite, and bearing Date on about the twentieth Day of *April* laſt paſt before the Date of theſe Preſents, and made or mentioned to be made between the ſaid *Amos Aſh* of the firſt Part, *David Dell* of *Lombard-Street London*, Goldſmith, of the ſecond Part, *Edmund Ent* of, *&c.* in the County of *Glouceſter*, Eſq; of the third Part, and the ſaid *Bevil Bunce* and *Caleb Coe* of the fourth Part, it is witneſſed, that in Conſideration of the Sum of 5000 *l.* of lawful Money of *Great Britain*, paid to the ſaid *Amos Aſh* by the ſaid *Bevil Bunce*, and of 5 *s.* of like Money paid by the ſaid *Caleb Coe*, he the ſaid *Amos Aſh* did (at the Nomination of the ſaid *Bevil Bunce*, and with the Privity of the ſaid *Edmund Ent*) grant and convey to the ſaid *Bevil Bunce* and *Caleb Coe*, and to their Heirs and Aſſigns, all thoſe Grounds or Incloſures called or known by the Name or Names, or Deſcriptions of [*Here the Names, &c. of Parcels*] which heretofore were mortgaged or conveyed to the ſaid *Amos Aſh*, or any Perſon or Perſons in Truſt for him by the ſaid *Edmund Ent*, for the ſecuring of ſeveral Sums of Money, amounting in the whole to the Sum of 2360 *l.* beſides Intereſt; To hold to the ſaid *Bevil Bunce* and *Caleb Coe*, their Heirs and Aſſigns, to their Uſe for ever, in Truſt for the ſaid *Bevil Bunce*, his Heirs, Executors, Adminiſtrators and Aſſigns; under a Proviſo nevertheleſs therein contained for Redemption of the Premiſſes on Payment by the ſaid *Amos Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Bevil Bunce*, his Executors, Adminiſtrators or Aſſigns, the full Sum of 5250 *l.* of lawful Money of *Great Britain*, at the Place, Times, and in Manner therein mentioned, as in and by the ſaid in part recited Indenture, amongſt divers Covenants and Agreements therein contained, Relation being thereunto had, may more fully and at large appear. And whereas the ſaid Sum of 5000 *l.* and the Intereſt thereof, is ſtill due and owing and unpaid. And whereas the ſaid *Amos Aſh* having Occaſion for the further Sum of 1000 *l.* hath requeſted the ſaid *Bevil Bunce* to advance the ſame on the Security of the ſaid Meſſuages, Lands and Premiſſes; who hath agreed to lend and advance the ſame accordingly: Now this Indenture witneſſeth, that for the further and better ſecuring of the ſaid Sum of 5000 *l.* ſo lent by the ſaid *Bevil Bunce* to the ſaid *Amos Aſh* as aforeſaid, and the Intereſt due and to grow due for the ſame; and for and in Conſideration of the further Sum of 1000 *l.* of lawful Money of *Great Britain*, to the ſaid *Amos Aſh* in Hand paid, at and before the Enſealing and Delivery of theſe Preſents, well and truly paid by the ſaid *Bevil Bunce*; the Receipt whereof he the ſaid *Amos Aſh* doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof doth acquit, releaſe and diſcharge the ſaid *Bevil Bunce*, his Heirs, Executors, Adminiſtrators and Aſſigns by theſe Preſents; he the ſaid *Amos Aſh* hath remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents doth remiſe, releaſe, and for ever quit-claim unto the ſaid *Bevil Bunce* and *Caleb Coe*, their Heirs, Executors, Adminiſtrators and Aſſigns, the ſaid Proviſo or Agreement for Redemption of the ſaid Meſſuages, Lands and Premiſſes by the ſaid recited Indentures of Leaſe and Releaſe mentioned to be granted and conveyed, and all other Proviſoes or Agreements, Power, Right, Title and Equity in him the ſaid *Amos Aſh*, or which he the ſaid *Amos Aſh*

The Parties.

Recital of a Mortgage in Fee by Leaſe and Releaſe,

made to the Mortgagee and his Truſtee.

The Parcels.

Habendum to their Uſe in Fee, in Truſt for the Mortgagee in Fee, under a Proviſo for Redemption,

Recital that the Principal and Intereſt are due, and a further Sum is now wanted. The Conſideration, the former and another Sum.

The Releaſe

of the Proviſo for Redemption.

Aſh hath or may claim for Redemption of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and every or any of them, in any wiſe howſoever. And this Indenture further witneſſeth, that for the Conſideration aforeſaid he the *Amos Aſh* hath ratified and confirmed, and by theſe Preſents doth ratify and confirm unto the ſaid *Bevil Bunce* and *Caleb Coe*, their Heirs and Aſſigns, all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in and by the ſaid recited Indentures of Leaſe and Releaſe, mentioned to be granted and conveyed as aforeſaid, with their and every of their Appurtenances; To hold the ſame unto the ſaid *Bevil Bunce* and *Caleb Coe*, their Heirs and Aſſigns, to their Uſe for ever; in Truſt for the ſaid *Bevil Bunce*, his Heirs, Executors, Adminiſtrators and Aſſigns; diſcharged of the Proviſo and Agreement before mentioned for Redemption of the ſame Premiſſes. Provided always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *Bevil Bunce* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and agree to and with the ſaid *Amos Aſh*, his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that if he the ſaid *Amos Aſh*, his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *Bevil Bunce*, his Executors, Adminiſtrators or Aſſigns, at or in the now Dwelling-houſe of the ſaid *Caleb Coe*, ſituate in or near *Cheapſide*, *London*, not only the ſaid Sum of 5250 *l.* at the Times in the Proviſo of the ſaid recited Indenture of Releaſe mentioned for Payment thereof, but alſo the ſaid Sum of 1000 *l.* now lent and paid to him as aforeſaid, with Intereſt for the ſame, at and after the Rate of 5 *l. per Cent. per Annum*, on the twenty-ſixth of *April* now next enſuing, and which ſhall be in the Year of our Lord 1728. without making any Deduction, Defalcation or Abatement out of the ſame, or any Part thereof, for or by reaſon of any Taxes, Charges, Aſſeſſments, Royal Aids, Iſſues, Reprizes, or Payments taxed, charged, aſſeſſed or impoſed, or to be taxed, charged, aſſeſſed or impoſed by Authority of Parliament, or otherwiſe howſoever, or any other Matter, Cauſe or Thing whatſoever; then they the ſaid *Bevil Bunce* and *Caleb Coe*, their Heirs or Aſſigns, ſhall and will, at the Requeſt, Coſts and Charges in the Law of the ſaid *Amos Aſh*, his Heirs or Aſſigns, convey the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in and by the ſaid recited Indentures of Leaſe and Releaſe mentioned to be granted and conveyed as aforeſaid, unto the ſaid *Amos Aſh*, his Heirs and Aſſigns, or unto ſuch Perſon or Perſons as he or they ſhall nominate and appoint; freed and diſcharged of and from all Charges and Incumbrances had, made, done or committed by them the ſaid *Bevil Bunce* and *Caleb Coe*, their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them. And the ſaid *Amos Aſh* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *Bevil Bunce* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *Amos Aſh*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Bevil Bunce*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 1000 *l.* and the Intereſt which ſhall be due for the ſame, at the Place, Time and in Manner herein before mentioned for Payment thereof, without making any Deduction, Defalcation or Abatement out of the ſame or any Part thereof for Taxes, or otherwiſe as aforeſaid. And the ſaid *Amos Aſh* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *Bevil Bunce* and *Caleb Coe*, their Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner following, (that is to ſay) that they the ſaid *Bevil Bunce* and *Caleb Coe*, their Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and lawfully may from Time to Time, and at all Times from and after any Default ſhall be made of or in Payment of the ſaid Sums of 5250 *l.* and 1000 *l.* and Intereſt, or any Part thereof, contrary to the Tenor, true Intent and Meaning of the above-written Proviſo or Agreement for Payment thereof, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in and by the ſaid recited Indentures of Leaſe and Releaſe mentioned to be granted and conveyed as aforeſaid, and every of them, with their and every of their Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to and for their own Uſe and Benefit, in Truſt as aforeſaid, without any

The Confirmation, *&c.* to the Mortgagee

in Fee,

in Truſt for the Lender.

Proviſo on Payment of Principal and Intereſt at a certain Time and Place,

without Deduction,

the Mortgagees to reconvey, *&c.*

The Mortgagor covenants to pay the Money, *&c.*

and for quiet Entry and Enjoyment after Default in Payment;

Let, Suit, Trouble, Denial, Diſturbance or Interruption of or by the ſaid *Amos Aſh*, his Heirs, Executors or Adminiſtrators, or any other Perſon or Perſons whatſoever lawfully claiming or to claim by, from or under, or in Truſt for him the ſaid *Amos Aſh*. And further, that he the ſaid *Amos Aſh*, his Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons having or lawfully claiming, or that ſhall or may have or lawfully claim any Eſtate, Right, Title or Intereſt, of, in, to, or out of the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, in and by the ſaid recited Indentures of Leaſe and Releaſe mentioned to be granted and conveyed as aforeſaid, or any of them, by, from or under him, them or any of them, ſhall and will from Time to Time, and at all Times from and after any Default ſhall be made of or in Payment of the ſaid Sums of 5250*l.* and 1000*l.* and Intereſt, or any Part thereof, contrary to the Tenor, true Intent and Meaning of the Proviſo or Agreement for Payment thereof, at or upon every reaſonable Requeſt of the ſaid *Bevil Bunce*, his Executors, Adminiſtrators or Aſſigns, but at the proper Coſts and Charges in the Law of the ſaid *Amos Aſh* his Heirs, Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect, and abſolute conveying and aſſuring of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in and by the ſaid recited Indentures of Leaſe and Releaſe mentioned to be granted and conveyed as aforeſaid, and every of them, unto the ſaid *Bevil Bunce* and *Caleb Coe*, their Heirs and Aſſigns, to their Uſe for ever, (in Truſt as aforeſaid) as by the ſaid *Bevil Bunce*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in the mean Time, and until Default ſhall be made of or in Payment of the ſaid Sums of 5250*l.* and 1000*l.* and Intereſt, or ſome Part thereof, contrary to the Tenor, true Intent and Meaning of the above-written Proviſo or Agreement for Payment thereof, it ſhall and may be lawful to and for the ſaid *Amos Aſh*, his Heirs, Executors and Adminiſtrators, peaceably and quietly to have, hold and enjoy all and ſingular the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, in and by the ſaid recited Indentures of Leaſe and Releaſe mentioned to be granted and conveyed as aforeſaid, and to receive and take the Rents, Iſſues and Profits thereof, to his and their own Uſe and Benefit, without any the lawful Let, Suit, Denial, Diſturbance or Interruption of or by the ſaid *Bevil Bunce* and *Caleb Coe*, their Heirs, Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim, by, from or under them, or any of them. In Witneſs, *&c.*

and for farther Aſſurances,

after Default of Payment.

Agreement that the Mortgagor may enjoy until Default in Payment.

N° 10. *A Mortgage by Demiſe; by a Father, to ſecure his Daughter's Portion, which by Marriage-Articles is to be applied to certain Uſes. Agreement that he ſhall not be bound to ſee the Application.*

THIS Indenture tripartite, made the tenth Day of *November Anno Domini* 1723. and in the tenth Year of the Reign of our Sovereign Lord *George*, *&c.* between *Amos Archer* of *Bruton* in the County of *Bedford*, Eſq; of the firſt Part, *Darby Deal* of the Pariſh of *Egar* in the ſaid County of *Bedford*, Eſq; of the ſecond Part, and *Flavia Archer* Spinſter, eldeſt Daughter of the ſaid *Amos Archer*, and *George Deal*, Eſq; Nephew of the ſaid *Darby Deal*, of the third Part. Whereas a Marriage is intended by the Grace of God to be ſhortly had and ſolemnized between the ſaid *George Deal* and the ſaid *Flavia Archer*. And whereas by Indenture tripartite bearing Date the Day next before the Day of the Date hereof, and made or mentioned to be made between the ſaid *Amos Archer* and *Flavia Archer* of the firſt Part, the ſaid *Darby Deal* of the ſecond Part, and the ſaid *George Deal* of the third Part, in Conſideration of the ſaid intended Marriage, and for other the Conſiderations therein mentioned, he

The Parties.

An intended Marriage recited, and Marriage Articles;

he the ſaid *Amos Archer* did covenant, promiſe, grant and agree to and with the ſaid *Darby Deal*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Amos Archer* ſhould and would by Mortgage of his Manor, Lands and Hereditaments herein after mentioned, by Indenture to bear Date the Day next after the Day of the Date of the ſaid Indenture tripartite, well and ſufficiently ſecure unto the ſaid *Darby Deal*, his Executors or Adminiſtrators, the Payment of the Sum of 4000 *l.* of lawful Money of *Great Britain*, at the End of one Year next after the Solemnization of the ſaid intended Marriage, with Intereſt for the ſame in the mean Time after the ſaid Marriage, until Payment thereof, at the Rate of 5 *l. per Cent. per Annum*, in full for the Marriage-Portion of the ſaid *Flavia Archer* his Daughter; which ſaid Sum of 4000 *l.* when paid, ſhould be applied and diſpoſed of in ſuch Manner, upon ſuch Truſts, and for ſuch Intents and Purpoſes, as in the ſaid Indenture tripartite are mentioned, expreſſed and declared of and concerning the ſame; as by the ſaid recited Indenture tripartite, Relation being thereunto had, may more at large appear: Now this Indenture witneſſeth, that in Conſideration of the ſaid intended Marriage, and in Purſuance and Performance of the ſaid recited Covenant on the Part of the ſaid *Amos Archer*, for ſecuring the Payment of the ſaid 4000 *l.* and Intereſt for the ſame, in Manner and for the Purpoſes aforeſaid, and for and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Amos Archer* in Hand paid by the ſaid *Darby Deal*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Amos Archer* hath granted, bargained, ſold and demiſed, and by theſe Preſents doth grant, bargain, ſell and demiſe unto the ſaid *Darby Deal*, his Executors, Adminiſtrators and Aſſigns, all that the Manor or Lordſhip of *Hennon*, with the Rights, Royalties, Members and Appurtenances thereof, in the County of *Kent*; and all that Capital Meſſuage or Manſion-Houſe, with the Appurtenances, called or known by the Name of *Hennon Hall*, ſituate, ſtanding or being in the Pariſh of *Hennon* in the ſaid County of *Kent*; and alſo all Meſſuages, Farms, Houſes, Edifices, Buildings, Barns, Stables, Dove-Houſes, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Commons and Common of Paſture, Trees, Coppices, Woods, Underwoods, and the Ground and Soil of the ſame, Waters, Water-courſes, Fiſhings, Fowlings, Hawkings, Huntings, Rents, Quit-Rents, chief Rents, Reverſions, Services, Rights, Royalties, Juriſdictions, Liberties, Privileges, Ways, Eaſements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances, to the ſaid Manor or Lordſhip, and Capital Meſſuage or Manſion-Houſe, or either of them, belonging or in any wiſe appertaining, or with them or either of them uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them, or either of them; and all other the Meſſuages, Farms, Lands, Tenements, Meadows, Paſtures, Woods, Underwoods, Rents and Hereditaments whatſoever, which by Indentures of Leaſe and Releaſe, and Bargains and Sale duly inrolled in the High Court of Chancery, the Leaſe bearing Date the ſixth, and the Releaſe and Bargain and Sale bearing Date the ſeventh of *May* which was in the Year of our Lord 1718. and made or mentioned to be made between *Mary Miſt*, Widow, *Nathaniel Norris* the Younger, of *Olden* in the County of *Oxford*, Eſq; and *Ruth* his Wife, of the one Part, and the ſaid *Amos Archer* of the other Part, and by Fine *ſur Conuſance de Droit come ceo, &c.* in the ſame Indenture of Releaſe and Bargain and Sale covenanted to be levied, and which was duly levied accordingly, were granted and conveyed, or mentioned or intended to be granted and conveyed unto and to the Uſe of him the ſaid *Amos Archer*, and of his Heirs and Aſſigns for ever; and all other the Freehold Meſſuages, Farms, Lands, Tenements and Hereditaments of him the ſaid *Amos Archer*, or whereof or wherein he or any Perſon or Perſons in Truſt for him is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in the ſaid Pariſh of *Hennon*, or elſewhere in the ſaid County of *Kent*, with their and every of their Appurtenances; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Manor, Lordſhip, Capital Meſſuage or Manſion-Houſe, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every

by which the Lady's Father covenanted with the Husband's Uncle, by Mortgage to ſecure her Portion.

The Conſideration.

The Demiſe.

The Parcels.

General Words.

Reference to Purchaſe-Deeds.

General Words.

Habendum for a Term,

of their Appurtenances, unto the ſaid *Darby Deal*, his Executors, Adminiſtrators, and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during the full Term and Time, and unto the full End and Term of one thouſand Years from thence next enſuing, and fully to be compleat and ended,

ſans Waſte, ſubject to Redemption.

without Impeachment of or for any Manner of Waſte; ſubject nevertheleſs, to the Proviſo and Condition herein after mentioned, that is to ſay; Provided always, and upon Condition nevertheleſs, that if the ſaid *Amos Archer*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Darby Deal*, his Executors, Adminiſtrators or Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, the full and juſt Sum of 4000 *l.* of lawful Money of *Great Britain*, at or before the End of one Year next after the Solemnization of the ſaid intended Marriage, together with lawful Intereſt for the ſame in the mean Time after the ſaid Marriage till Payment thereof, ſubject to the Uſes, Truſts, Intents and Purpoſes in the ſaid recited Indenture tripartite mentioned, expreſſed and declared of and concerning the ſame; without any Deduction, Defalcation or Abatement thereout, or out of any Part thereof, for or in reſpect of any Taxes, Charges, Aſſeſſments taxed, charged or impoſed, or to be taxed, charged or impoſed upon the Premiſſes, or any of them, or upon the ſaid *Darby Deal*, his Executors, Adminiſtrators or Aſſigns, for or in reſpect thereof, by Authority of Parliament, or otherwiſe howſoever; then and in ſuch Caſe, and at all Times from thenceforth, the ſaid Premiſſes, and the ſaid Term and Eſtate for one thouſand Years hereby granted, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein or in the ſaid recited Indenture tripartite contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid

The Mortgagor covenants to pay the Money,

Amos Archer doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, grant and agree, to and with the ſaid *Darby Deal*, his Executors, Adminiſtrators and Aſſigns, in Manner and Form following; that is to ſay, that he the ſaid *Amos Archer*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Darby Deal*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 4000 *l.* at ſuch Time and Place, and in ſuch Manner as are herein before mentioned for Payment thereof, together alſo

and Intereſt;

with lawful Intereſt for the ſame in the mean Time after the ſaid Marriage until Payment thereof; without any Deduction or Abatement thereout for Taxes, or otherwiſe as aforeſaid, according to the Purport of the aforeſaid Proviſo, and the

and that he is ſeiſed in Fee,

true Intent and Meaning of theſe Preſents. And alſo that he the ſaid *Amos Archer*, is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee, of and in the ſaid Manor, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple to him and his Heirs; without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge,

and has Power to demiſe, &c.

revoke, make void, leſſen, incumber or determine the ſame. And alſo that he the ſaid *Amos Archer* now hath at the Time of the Enſealing and Delivery of theſe Preſents in himſelf a good Right, full Power, lawful and abſolute Authority to grant and demiſe the ſaid Manor, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Darby Deal*, his Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of one Thouſand Years as aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents. And further, that it ſhall and may be

and after Default of Payment, that the Mortgagee may enter and enjoy,

lawful to and for the ſaid *Darby Deal*, his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 4000 *l.* or the Intereſt thereof, or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Manor, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, and to receive and take the Rents and Profits thereof, and of every Part thereof, for all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid Term of one thouſand Years, without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Amos Archer*, or of or by

any

any other Perſon or Perſons whomſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Amos Archer*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Right and Title of Dower, and particularly the Dower and Title of Dower of *Flavia Archer*, Wife of the ſaid *Amos Archer*, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and againſt all former and other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever. And moreover, that he the ſaid *Amos Archer*, and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the hereby demiſed Premiſſes, or any Part thereof, ſhall and will from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 4000 *l.* or the Intereſt thereof, or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, upon every reaſonable Requeſt, and at the Coſts and Charges of the ſaid *Darby Deal*, his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds, and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of the ſaid Manor, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Hereditaments, and other the Premiſſes, with their Appurtenances, unto the ſaid *Darby Deal*, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid Term of one thouſand Years, without Impeachment of Waſte; diſcharged of the aforeſaid Proviſo for Redemption of the Premiſſes, or an Equity thereupon, as by the ſaid *Darby Deal*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required. And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in the mean Time, and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 4000*l.* or the Intereſt thereof, or ſome Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for the Payment of the ſame, and the true Intent and Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *Amos Archer* and his Heirs, peaceably and quietly to have, hold and enjoy the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Rents, Hereditaments, and other the Premiſſes, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Darby Deal*, his Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under him, them, or any of them. And laſtly, it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that upon and after Payment of the ſaid Sum of 4000 *l.* and the Intereſt thereof, by the ſaid *Amos Archer*, his Heirs, Executors or Adminiſtrators, he the ſaid *Amos Archer*, his Heirs, Executors and Adminiſtrators, and the Manor, Lands, Tenements and Hereditaments hereby, or intended to be hereby granted and demiſed, ſhall be for ever freed and diſcharged therefrom, and from every Part thereof, without being obliged to ſee to the Application thereof, any Thing herein or in the ſaid recited Indenture tripartite contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs whereof, *&c.*

free from Incumbrances,

particularly his Wife's Dower;

and after Default of Payment,

for further Aſſurances,

to make the Term abſolute.

Until Default in Payment.

the Mortgagor to enjoy.

On Payment,

the Mortgagor not obliged to ſee the Money applied.

1

Partition.

A Deed of Partition between Tenants in Common, (viz. *a Feme Sole ſeiſed in Fee of a Moiety, and another Feme Sole Tenant for Life of the other Moiety, Remainder to her Son in Fee*) *they grant and releaſe to another, as to Part to the Uſe of the firſt Party in Fee, as to the Reſidue to the Mother for Life, Remainder to the Son in Fee. A Sum of Money is paid for Equality of Partition.*

The Parties.

THIS Indenture tripartite, made the twelfth Day of *May* 1725. and in the eleventh Year of the Reign, *&c.* between *Mary Mann* of *Maidſtone* in the County of *Kent*, Spinſter, of the firſt Part, *Anne Audley* of the Pariſh of St. *Mary Iſlington* in the County of *Middleſex*, Widow and Relict of *Arthur Audley* late Citizen and Goldſmith of *London*, deceaſed, and *Benjamin Audley* of the Pariſh of *Chriſt-Church, London*, Ironmonger, the only Child now living of the ſaid *Anne Audley* by the ſaid *Arthur Audley* her late Huſband of the ſecond Part, and *Charles Croft* of *London*, Goldſmith, of the third Part. Whereas

A Will recited whereby the Lands were deviſed by Moieties.

Delia Dean late of *Maidſtone* aforeſaid, Spinſter, being in her Life-time and at the Time of her Deceaſe ſeiſed to her and her Heirs in Fee-ſimple of and in the Meſſuages, Lands, Tenements, Woodlands, Marſh Grounds and Hereditaments hereinafter particularly mentioned, did in and by her laſt Will and Teſtament in Writing by her duly made and executed, bearing Date on or about the twentieth Day of *January*, which was in the Year of our Lord 1707. (among other Things) give and deviſe one Moiety or full Half-Part of all and every her Meſſuages, Lands, Tenements and Hereditaments whatſoever and whereſover in the ſaid County of *Kent*, to her loving Niece the ſaid *Mary Mann* and heir Heirs for ever; and did thereby give and deviſe the other Moiety or Half-Part of the ſame Meſſuages, Lands, Tenements and Hereditaments to her loving Niece the ſaid *Anne Audley*, the Wife of the ſaid *Arthur Audley*, for and during the Term of her natural Life, and from and after her Deceaſe the ſaid Teſtatrix did give and deviſe the ſame Moiety or Half-Part of her ſaid Meſſuages, Lands, Tenements and Hereditaments unto *Thomas, Edward, Benjamin* and *Mary Audley*, Sons and Daughter of her ſaid Niece *Anne Audley*, and to their Heirs for ever, equally to be divided between them Share and Share alike, as by the ſaid in Part recited Will, Relation being thereunto had, may, among other Things therein contained, more fully and at large

The Deaths of ſome in Remainder as to a Moiety recited.

appear. And whereas the ſaid *Thomas, Edward* and *Mary Audley* are all ſince dead without Iſſue, leaving the ſaid *Benjamin Audley*, their only ſurviving Brother and Heir, to whom their ſeveral Shares are deſcended. And whereas the ſaid *Mary Mann*, and *Anne Audley* and *Benjamin Audley*, have mutually concluded and agreed

The Agreement to make Partition recited.

to make Partition between them of the ſaid Meſſuages, Lands, Tenements and Hereditaments ſo given and deviſed as aforeſaid (being the Meſſuages, Lands, Tenements, Woodlands, Marſh Grounds and Hereditaments herein after mentioned to be granted and releaſed) in ſuch Manner as is herein after mentioned. And whereas the ſaid

And of a Sum of Money to be paid for Equality of Partition.

Anne Audley and *Benjamin Audley* have agreed to pay to the ſaid *Mary Mann* the Sum of 200 *l.* of lawful Money of *Great Britain*, for Equality of ſuch Partition ſo agreed to be made as aforeſaid. Now this Indenture witneſſeth, That in Purſuance of the ſaid recited Agreement, and for and in Conſideration of the ſaid

The Conſideration.

Sum of 200 *l.* of lawful Money of *Great Britain* to the ſaid *Mary Mann* in Hand paid by the ſaid *Anne Audley* and *Benjamin Audley*, or one of them, at or before the Enſealing and Delivery of theſe Preſents for ſuch Equality of Partition as aforeſaid, the Receipt and Payment of which ſaid Sum of 200 *l.* accordingly ſhe the ſaid *Mary Mann* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Anne Audley* and *Benjamin Audley*, and each of them, and each of their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents. And in Conſideration of the Sum of 10 *s.*

of

of like Money to the ſaid *Mary Mann*, *Anne Audley* and *Benjamin Audley*, in Hand paid by the ſaid *Charles Croft* at and before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Mary Mann*, *Anne Audley* and *Benjamin Audley* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Charles Croft*, his Heirs and Aſſigns, all thoſe two Meſſuages or Tenements with the Buildings, Yards, Gardens, Hereditaments and other Appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate, ſtanding or being in or near *Coldlane* in *Maidſtone* aforeſaid, and ſometime heretofore in the ſeveral Tenures or Occupations of *Edward Emms* and *Francis Dean*, Gent. deceaſed, late Father of the ſaid *Delia Dean*, or one of them, their or one of their Aſſigns or Under-tenants, and now or late in the ſeveral Tenures, Poſſeſſions or Occupations of *George Gee* and *Henry Hart*, or one of them, their or one of their Aſſigns, Leſſees or Under-tenants; and alſo all thoſe Marſh-Grounds, Lands, and Hereditaments with their Appurtenances lying and being in the Pariſh of [*Here follow more Parcels*, &c.] And alſo all Houſes, Buildings, Yards, Gardens, Lands, Meadows, Paſtures, Marſh-Grounds, Commons, Hedges, Ditches, Ways, Water-courſes, Trees, Woods, Underwoods, and the Ground and Soil of the ſame, Profits, Commodities, Advantages, Emoluments, and Hereditaments and Appurtenances whatſoever to the ſaid ſeveral Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof belonging or in any wiſe appertaining, or with them, or any of them, uſed, occupied, poſſeſſed or enjoyed; all which ſaid Meſſuages, Lands, Hereditaments and Premiſſes, were heretofore the Eſtate of the ſaid *Francis Dean*, Grandfather of them the ſaid *Mary Mann* and *Anne Audley*, and were by him in and by his laſt Will and Teſtament, proved in the Prerogative Court the twenty-third of *July* 1671. deviſed to the ſaid *Delia Dean*, his Daughter and her Heirs; and alſo all other the Meſſuages, Lands, Tenements, Grounds and Hereditaments whatſoever late of the ſaid *Delia Dean*, and now of them the ſaid *Mary Mann*, and *Anne Audley* and *Benjamin Audley*, and of every or any of them, ſituate, lying or being in *Maidſtone* [*Here follow more Places*, &c.] aforeſaid, every or any of them with their and every of their Appurtenances, (all which ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *Charles Croft*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Mary Mann*, *Anne Audley* and *Benjamin Audley*, for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Charles Croft*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity of them the ſaid *Mary Mann*, *Anne Audley* and *Benjamin Audley*, and of each and every, or any of them, of, into or out of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages, Lands, Tenements, Marſh Grounds, Woodlands, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Charles Croft*, his Heirs and Aſſigns for ever, to and for the Uſes herein after mentioned, of and concerning the ſame reſpectively; (that is to ſay) as to the ſaid Meſſuages, Hereditaments and Premiſſes in *Maidſtone* aforeſaid, with their reſpective Appurtenances, to the Uſe and Behoof of the ſaid *Mary Mann*, and her Heirs and Aſſigns in Severalty for ever, and which, together with the ſaid Sum of 200 *l.* ſo paid to her for Equality of Partition as aforeſaid, are and are hereby declared and agreed to be as and for, and in full of her Moiety, Part or Share of and in the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in and by the ſaid recited Will of the ſaid *Delia Dean* given and deviſed as aforeſaid; and alſo the ſaid Marſh Grounds, &c. aforeſaid, every or any of them, with their and every of their Appurtenances, to the Uſe and Behoof of the ſaid *Anne Audley* and her Aſſigns, for and during the Term of her natural Life, and from and after her Deceaſe, then to the Uſe and Behoof of the ſaid

The Grant, Releaſe, &c.

The Parcels.

General Words.

Further Deſcription.

General Words.

Bargain, &c. for a Year mentioned.

General Words.

Habendum to the Grantee in Fee,

as to Part to the Uſe of the firſt Party in Fee,

as to the other Part to the Uſe of the Mother for Life, Remainder to the Son in Fee.

Benjamin Audley, and of his Heirs and Aſſigns for ever, to be held in Severalty, as and for and in full of the Moiety, Part and Share of them the ſaid *Anne Audley* and *Benjamin Audley* of and in the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in and by the ſaid recited Will of the ſaid *Delia Dean* given and deviſed as aforeſaid. And the ſaid *Anne Audley* and *Benjamin Audley* do hereby for themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Mary Mann*, her Heirs and Aſſigns, in Manner following; (that is to ſay) That they the ſaid *Anne Audley* and *Benjamin Audley*, or either of them, have not, nor hath at any Time heretofore done, limited, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Meſſuages, *&c.* Lands, Hereditaments and Premiſſes herein before limited to the Uſe of the ſaid *Mary Mann*, her Heirs and Aſſigns as aforeſaid, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. And further, that it ſhall and may be lawful to and for the ſaid *Mary Mann*, her Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Premiſſes, and every of them, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, without the lawful Let, Suit, Trouble or Interruption of or by them the ſaid *Anne Audley* and *Benjamin Audley*, or either of them, their or either of their Heirs, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under them, or either or any of them. And moreover, that they the ſaid *Anne Audley* and *Benjamin Audley*, and their Heirs, and all other Perſons having or lawfully claiming any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſame Premiſſes, or any of them, or any Part thereof, from, by or under them, or either or any of them, ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the Coſts and Charges of the ſaid *Mary Mann*, her Heirs or Aſſigns, make, do and execute, or cauſe to be made, done and executed, any further or other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further and better Conveying and Aſſuring the ſame Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Mary Mann*, her Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery or otherwiſe howſoever, as by the ſaid *Mary Mann*, her Heirs or Aſſigns, or her or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warrantry or Covenants than againſt the Perſon or Perſons, his, her or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof to go or travel above five Miles from his, her, or their then reſpective Dwellings or Places of Abode. And the ſaid *Mary Man* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Anne Audley* and *Benjamin Audley*, their Heirs and Aſſigns, in Manner following; that is to ſay, That ſhe the ſaid *Mary Mann* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Marſh Grounds, *&c.* Hereditaments and Premiſſes herein before limited to the Uſe of the ſaid *Anne Audley* for her natural Life, and after her Deceaſe to the Uſe of the ſaid *Benjamin Audley*, his Heirs and Aſſigns as aforeſaid, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge or Eſtate, or otherwiſe howſoever. And further, that it ſhall and may be lawful to and for the ſaid *Anne Audley*, and her Aſſigns, for and during the Term of her natural Life, and after her Deceaſe to and for the ſaid *Benjamin Audley*, his Heirs and Aſſigns, from Time to Time, and at all Times then after, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Premiſſes, and every of them, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her, his and their own reſpective Uſe and Benefit, without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Mary Mann*, or her Heirs, or of or by

The Mother and Son covenant with the firſt Party, that they have not incumbred,

and for quiet Enjoyment.

And for further Aſſurances.

The firſt Party covenants with the Mother and Son, that ſhe has not incumbred,

and for quiet Enjoyment.

by any other Perſon or Perſons lawfully claiming or to claim from, by or under her, them, or any of them. And moreover, that ſhe the ſaid *Mary Mann* and her Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Premiſſes, or any of them, or any Part thereof, from, by or under her, them, or any of them, ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the Coſts and Charges of the ſaid *Anne Audley* and *Benjamin Audley*, or either of them, their or either of their Heirs or Aſſigns, make, do and execute, or cauſe to be made, done and executed, any further or other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the farther and better Conveying and Aſſuring the ſame Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Anne Audley* for her Life, and after her Deceaſe unto the ſaid *Benjamin Audley*, his Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Anne Audley* and *Benjamin Audley*, or either of them, their or either of their Heirs or Aſſigns, or his, her, their or any or either of their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his, her or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof to go or travel above five Miles from his, her, or their then reſpective Dwellings or Places of Abode. In witneſs, *&c.*

And for further Aſſurances.

Petition.

A Petition that an Infant Truſtee may join in a Conveyance purſuant to the Statute.

To the Right Honourable *Thomas* Earl of *Macclesfield*, Lord High Chancellor of *Great Britain.*

The Humble Petition of Dame Anne Aſton, *Widow and Relict of Sir* Bryan Aſton, *Bart. deceaſed, and of* Clara *and* Diana Aſton *Spinſters, the ſole Daughters and Iſſue of the ſaid Sir* Bryan *by the ſaid Dame* Anne,

Sheweth,

THAT your Petitioners having contracted with *Ezra Eldred*, Eſq; for the Sale to him of the Manor of *Fond*, and divers Meſſuages, Lands, Tenements and Hereditaments in or near the Pariſh of *Gand* in the County of *Hertford*, (late the Eſtate of the ſaid Sir *Bryan Aſton*, and now of your ſaid Petitioners, or of ſome of them) the Counſel for the ſaid *Ezra Eldred* the Purchaſor objects, that the legal Eſtate of the Premiſſes is by Virtue of or under the laſt Will of Sir *John Aſton*, Knt. and Bart. deceaſed, (late Father of the ſaid Sir *Bryan*) come to and veſted in one Sir *Kenrick Kemp*, Bart. (an Infant of about the Age of eighteen Years) as Nephew and Heir of Sir *Luke Kemp*, Bart. deceaſed, who was Son and Heir of Sir *Kenrick Kemp*, Bart. alſo deceaſed; and that it would not be proper or adviſeable for the ſaid *Ezra Eldred* to proceed in the Purchaſe of the Premiſſes without taking in ſuch legal Eſtate, although the ſame is only in Truſt for your ſaid Petitioners, or ſome of them; but by reaſon of the Infancy of the ſaid firſt named Sir *Kenrick Kemp*, the ſame cannot be effected without an Order of this High and Honourable Court, injoining and directing the ſaid Infant to convey the ſame, in Purſuance of the late Act of Parliament made in the ſeventh

That the Petitioners have agreed to ſell Lands,

but the Purchaſor objects, that the legal Eſtate is in an Infant, (naming him)

who can't be a Party without an Order of Court,

purſuant to *Stat.* 7 *Ann.*

Year of the Reign of her late Majeſty Queen *Anne*, (intitled, An Act to enable Infants, who are ſeiſed or poſſeſſed of Eſtates in Fee in Truſt or by way of Mortgage, to make Conveyances of ſuch Eſtates).

The Prayer, that the Infant may be directed to join, &c.

Wherefore your Lordſhip's ſaid Petitioners do humbly pray, that the ſaid Sir *Kenrick Kemp* the Infant may be directed and injoined to convey, or join with your ſaid Petitioners in conveying the ſaid Manor and Premiſſes unto the ſaid *Ezra Eldred*, his Heirs and Aſſigns, or as he or they ſhall appoint. And your ſaid Petitioners, as in Duty bound, ſhall ever pray, &c.

Plantations.

Nº 1. *A Conveyance by Leaſe and Releaſe of a Plantation in* Barbadoes; *this being the Releaſe. Wills*, &c. *recited.*

The Parties.

THIS Indenture, made the twentieth Day of *July Anno Domini* 1728, and in the ſecond Year of the Reign of our Sovereign Lord King *George* the Second, &c. between Sir *Abel Aſh* of *Bardon* in the County of *Cornwall*, Bart. eldeſt ſurviving Son and Heir of Sir *David Aſh* late of the ſame Place, Bart. and of Dame *Eliza Aſh* his late Wife, both deceaſed, and alſo Brother and Heir of Sir *David Aſh* late of the ſame Place, Bart. alſo deceaſed, who whilſt living was eldeſt Son and Heir of the ſaid Sir *David Aſh* the Father, and of the ſaid Dame *Eliza*, of the one Part; and *Francis Aſh* of *Bardon* aforeſaid, Eſq; younger Brother of the ſaid Sir *Abel Aſh*, and *Gilbert Gill* and *Henry Hart* both of the Iſland of *Barbadoes* in *America*, Eſquires, of the other Part. Whereas the ſaid Sir *David Aſh* the Father, in and by his laſt Will and Teſtament in Writing by him duly publiſhed, bearing Date on or before the tenth Day of *April* 1716. did (among other Things) give to his then Wife the ſaid Dame *Eliza Aſh*, her Heirs, Executors and Aſſigns, all his Plantations, Houſes, Buildings, Mills, Negroes, and all other his real and perſonal Eſtate whatſoever in the ſaid Iſland of *Barbadoes*, upon Truſt to ſell and diſpoſe of the ſame, and every of them, as ſoon as conveniently might be after his Deceaſe, and with the Money ariſing by Sale or Sales thereof in the firſt Place to pay all his juſt Debts, and afterwards the Legacies and Sums of Money in his ſaid Will mentioned and expreſſed; and if his ſaid then Wife ſhould die before the ſeveral Eſtates were ſold that were deviſed to her for that Purpoſe, then the ſaid Teſtator gave ſuch of thoſe Eſtates as remained unſold at her Death to the ſaid Sir *David Aſh* his eldeſt Son, then *David Aſh*, Eſq; his Heirs, Executors and Aſſigns, to be by him or them ſold for the Performance of his ſaid Will; and the ſaid Sir *David Aſh* the Teſtator did thereby conſtitute the ſaid Dame *Eliza* his then Wife ſole Executrix of his ſaid Will. And whereas the ſaid Dame *Eliza Aſh* died Inteſtate ſoon after the Death of the ſaid Sir *David Aſh* her late Huſband, and before ſhe had proved his ſaid Will, or ſold or diſpoſed of the ſaid Truſt-Eſtate and Premiſſes, or any Part thereof; and ſoon after her Deceaſe Letters of Adminiſtration of her Goods and Chattels, and alſo Letters of Adminiſtration of the Goods and Chattels of the ſaid Sir *David Aſh* the Father, with his ſaid Will annexed, were granted by the Prerogative Court of *Canterbury* unto the ſaid *David Aſh* the Son, who ſome Years ſince alſo departed this Life, without Iſſue, and without having ſold or diſpoſed of the ſaid Truſt-Eſtate and Premiſſes, or any Part thereof, upon whoſe Deceaſe the ſaid Truſt-Eſtate and Premiſſes deſcended, or otherwiſe legally came to and veſted in the ſaid Sir *Abel Aſh*, upon the Truſt and for the Purpoſes aforeſaid; and the ſaid Sir *Abel Aſh*, ſoon after the Deceaſe of the ſaid Sir *David Aſh* the Son, obtained Letters of Adminiſtration out of the ſaid Prerogative Court of *Canterbury* of the Goods and Chattels, with the Will annexed, of the ſaid Sir *David Aſh* the Father, unadminiſtred

A Will recited, whereby the Father of the Grantor and firſt Grantee deviſed Plantations to be ſold, to pay Debts and Legacies.

The Death of his Executrix recited,

and Adminiſtration to her and him granted to his eldeſt Son, who was alſo Deviſee over in Truſt, and his Death recited,

and the Eſtate now veſted in the Grantor.

unadminiſtered by the ſaid Sir *David Aſh* the Son, and alſo Letters of Adminiſtration of the Goods and Chattels of the ſaid Dame *Eliza Aſh* unadminiſtered as aforeſaid. And whereas the ſaid *Francis Aſh* hath contracted and agreed with the ſaid Sir *Abel Aſh* for the abſolute Purchaſe of the Meſſuages, Buildings, Plantations, Lands, Negroes, and other Hereditaments herein after mentioned to be hereby granted and releaſed, being Part and Parcel of the ſaid Truſt-Eſtate and Premiſſes ſo given to the ſaid Dame *Eliza Aſh*, in Truſt to be ſold as aforeſaid; and alſo of all the Crop of Sugars and other the Produce of or upon the ſame Plantation, Lands and Premiſſes, or which hath ariſen from or been produced upon the ſame Premiſſes, or any Part thereof, from and after the Feaſt of St. *Michael* the Archangel laſt paſt before the Date hereof, for the Sum or Price of 10000*l.* of lawful Money of *Great Britain*. Now this Indenture witneſſeth, That in Purſuance and Performance of the ſaid recited Agreement, and for and in Conſideration of the Sum of 10000*l.* of lawful Money of *Great Britain*, to the ſaid Sir *Abel Aſh* in Hand well and truly paid by the ſaid *Francis Aſh* at or before the Enſealing and Delivery of theſe Preſents, to be by him the ſaid Sir *Abel Aſh* applied and diſpoſed of for the Purpoſes in the ſaid recited Will in that Behalf mentioned and directed, the Receipt and Payment of which ſaid Sum of 10000*l.* he the ſaid Sir *Abel Aſh* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Francis Aſh*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents, and in Conſideration of the Sum of 5*s.* of like Money to the ſaid Sir *Abel Aſh* in Hand paid by the ſaid *Gilbert Gill* and *Henry Hart* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid Sir *Abel Aſh* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, and the Heirs and Aſſigns of the ſaid *Francis Aſh*, all that the upper Plantation, Land or Ground of him the ſaid Sir *Abel Aſh*, commonly called or known by the Name of *Jag Hall*, ſituate, lying and being in the Pariſh of *Knowt* in the ſaid Iſland of *Barbadoes*, and containing by Eſtimation three Hundred Ninety-ſix Acres, or thereabouts, be the ſame more or leſs; and alſo all Meſſuages, Tenements, Edifices, Erections, Buildings, Houſes, Store-houſes, Sugar-houſes, Boiling-houſes, Curing-houſes, Still-houſes, Mills and Kilns, erected, built, ſtanding and being, or to be erected, built, ſtanding or being in or upon the ſaid Plantation, Land, Ground, Hereditaments and Premiſſes, every or any Part thereof, with their and every of their Rights, Privileges, Members and Appurtenances, and alſo all Negroes and Slaves Men and Women and Children, and the Increaſe and Progeny of the ſame Negroes and Slaves; and alſo all Horſes, Cows, Oxen, Sheep and other Cattle whatſoever, and all Coppers, Stews, Ladles, Skimmers, Potting-Baſons, Sugar-Pots, Stills, Still-heads, Worms, Worm-Tubs, Coolers, Ciſterns, Plantation-Tools, and all other Implements, Goods and Chattels whatſoever to the ſaid Meſſuages, Buildings, Plantation, Land, Ground, Hereditaments and Premiſſes hereby, or mentioned and intended to be hereby granted and releaſed, every or any of them, or any Part thereof belonging or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed; and alſo other the Meſſuages, Buildings, Lands, Ground and Hereditaments whatſoever of him the ſaid Sir *Abel Aſh*, ſituate, lying or being in the ſaid Pariſh of *Knowt* in the ſaid Iſland of *Barbadoes*, with their and every of their Appurtenances, (except and always reſerved out of theſe Preſents, and the Grant and Conveyance hereby made, or intended to be made, all that ſmall Slip or Parcel of Ground of him the ſaid Sir *Abel Aſh*, lying and being in the ſaid Pariſh of *Knowt*, but being Part of and uſed and enjoyed with the lower Plantation lying in the Pariſh of *Loke* in the ſaid Iſland of *Barbadoes*, and all Erections, Buildings, Hereditaments, Plantations, Tools, Implements and Appurtenances whatſoever upon the ſaid excepted ſmall Slip or Parcel of Ground, or any Part thereof now being, thereunto belonging or appertaining, or therewith uſed or enjoyed) all which ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Cattle, Utenſils, Hereditaments and other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed (except before excepted) are now in the actual Poſſeſſion of the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, by Virtue of a Bargain

The Agreement for the Purchaſe recited.

The Conſideration.

The Grant, Releaſe, &c.

The Parcels.

Exception.

Leaſe for a Year mentioned.

gain and Sale to them thereof made by the ſaid Sir *Abel Aſh* for the Term of one whole Year, in Conſideration of 5*s.* to him paid by the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits, and Produce thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever both at Law and in Equity of him the ſaid *Abel Aſh*, of, in, to or out of the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Cattle, Utenſils, Hereditaments and other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof, (except before excepted) and alſo all Deeds, Evidences, Writings and Records whatſoever touching or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which he the ſaid Sir *Abel Aſh* now hath in his Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Cattle, Utenſils, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances (except before excepted) unto the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, and the Heirs and Aſſigns of the ſaid *Francis Aſh*, to the Uſe and Behoof of them the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, and of the Heirs and Aſſigns of the ſaid *Francis Aſh* for ever, in Truſt as to the Eſtate of the ſaid *Gilbert Gill* and *Henry Hart*, for and for the only Benefit of the ſaid *Francis Aſh*, and of his Heirs and Aſſigns for ever, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. And the ſaid Sir *Abel Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Francis Aſh*, his Heirs and Aſſigns, in Manner following; that is to ſay, that (for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid Sir *Abel Aſh*, or by the ſaid Sir *David Aſh* his late Brother, or by the ſaid Sir *David Aſh* his late Father and Dame *Eliza* his late Wife, Mother of him the ſaid Sir *Abel Aſh*, or by Sir *David Aſh*, Bart. his late Grandfather deceaſed, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid Sir *Abel Aſh* now is, and ſtandeth lawfully, rightfully and abſolutely ſeiſed of and in the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Utenſils, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple to him and his Heirs, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame. And alſo that he the ſaid Sir *Abel Aſh*, for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, hath at the Time of the Sealing and Delivery of theſe Preſents in himſelf good Right, full Power, and lawful and abſolute Authority to grant and convey the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds and Negroes, Slaves, Utenſils, Hereditaments and Premiſſes hereby mentioned, or intended to be hereby granted and releaſed, with their Appurtenances, unto and to the Uſe of the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, and the Heirs and Aſſigns of the ſaid *Francis Aſh*, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents. And further, that it ſhall and may be lawful to and for the ſaid *Francis Aſh*, his Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Utenſils, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, and to receive and take the Rents, Profits, Crop and Produce thereof, and of every Part thereof, from and after the ſaid Feaſt of St. *Michael* the Archangel laſt paſt before the Date hereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid Sir *Abel Aſh*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity of, into or out of the ſaid hereby, or mentioned or intended to be hereby

General Words.

Deeds, &c.

Habendum,

to the Grantees, in Truſt for the firſt of them in Fee.

The Vendor covenants that he is ſeiſed, &c.

free from Incumbrances,

and hath Power to convey.

And for quiet Enjoyment,

hereby granted and releaſed Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Utenſils, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid Sir *David Aſh* his late Brother, Sir *David Aſh* and Dame *Eliza Aſh* his late Father and Mother, and Sir *David Aſh* his late Grandfather, or any of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid Sir *Abel Aſh*, his Heirs, Executors and Adminiſtrators, well and ſufficiently ſaved, defended and kept harmleſs, and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and againſt all and ſingular Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid Sir *Abel Aſh*, Sir *David Aſh* his late Brother, Sir *David Aſh* and Dame *Eliza Aſh* his late Father and Mother, and Sir *David Aſh* his late Grandfather, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, or from, by or under their or any of their Act, Means, Aſſent, Conſent or Procurement. And moreover, that he the ſaid Sir *Abel Aſh* and his Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have, or lawfully claim, any Eſtate, Right, Title, Truſt or Intereſt of, into or out of the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Utenſils, Hereditaments and Premiſſes hereby mentioned, or intended to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under his ſaid Anceſtors herein before named, or any of them, ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Francis Aſh*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves and Utenſils, Hereditaments and Premiſſes hereby mentioned, or intended to be hereby granted and releaſed, with their Appurtenances, unto and to the Uſe of the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, and to the Heirs and Aſſigns of the ſaid *Francis Aſh*, in Truſt as aforeſaid as to the Eſtate of the ſaid *Gilbert Gill* and *Henry Hart*, be the ſame by Fine, Feoffment, Common Recovery, Deed inrolled or not inrolled, the Inrolment of theſe Preſents, or otherwiſe howſoever, as by the ſaid *Francis Aſh*, his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no other or further Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties, who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And for the Conſideration aforeſaid the ſaid Sir *Abel Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree, to and with the ſaid *Francis Aſh*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Francis Aſh*, his Executors, Adminiſtrators and Aſſigns, ſhall and may immediately enter upon and have, receive, take, retain and convert to and for his and their own Uſe and Benefit, all the Crop of Sugars, and all other the Goods, Chattels and Produce of or upon the ſaid Plantation, Lands, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, every or any Part thereof, from and after the ſaid Feaſt of St. *Michael* the Archangel laſt paſt before the Date hereof. And the ſaid Sir *Abel Aſh* doth hereby accordingly grant, bargain, ſell, aſſign and ſet over the ſaid Crop of Sugars, and all other the ſaid Goods, Chattels and Produce of or upon the ſame Plantation, Lands, Hereditaments and Premiſſes, every or any Part

free from Incumbrances;

and for further Aſſurances;

The Grantor covenants, that the Vendee may enter immediately and take the Crop, Chattels, &c.

and aſſigns the ſame accordingly.

Part thereof, and all the Benefit and Advantage thereof unto the ſaid *Francis Aſh*, his Executors, Adminiſtrators and Aſſigns; To have, hold, receive, perceive, retain, take and enjoy the ſaid hereby aſſigned Premiſſes, and every Part thereof, and all the Benefit and Advantage thereof unto him the ſaid *Francis Aſh*, his Executors, Adminiſtrators and Aſſigns, to and for his and their Uſe and Benefit, and as his and their own Goods and Chattels abſolutely and for ever, with Warranty againſt all Men. In Witneſs, *&c.*

N° 2. *The Manner of executing Deeds of Conveyance of a Plantation in* Barbadoes, *by a Perſon impowered by a Letter of Attorney; and the Letter of Attorney. The Deed is to conclude thus:*

The Manner of executing the Deed by Attorney.

IN Witneſs whereof to one Part of theſe Preſents the ſaid *Abel Archer*, by *Barnard Bray* of, *&c.* in the Iſland of *Barbadoes*, Gent. his Attorney, hereunto lawfully authorized by a certain Power of Attorney hereon indorſed, hath ſet his Hand and Seal, and to the other Part of theſe Preſents the ſaid *Caleb Coates* hath ſet his Hand and Seal, the Day and Year above written.

To be indorſed thus:

The Atteſtation to be indorſed.

The within written Deed was ſigned, ſealed and delivered by *Barnard Bray*, named in the Inſtrument or Power of Attorney written on this Side of this Skin of Parchment, as the Attorney of the within named *Abel Archer*, for and in the Name, and as the Act and Deed of the ſaid *Abel Archer*, in the Preſence of us,

To be indorſed again thus:

The Receipt to be indorſed.

Received before the Day of the Date of the within written Indenture, namely on the twentieth Day of *May* 1731, of and from the within named *Caleb Coates*, by the Hands of *David Dent* and *Edmund Dent* of *London*, Merchants, the Sum of 4200*l.* of lawful Money of *Great Britain*, being the Conſideration Money within mentioned to have been actually paid in Hand to me. I ſay received.

Witneſs to the Signing thereof, by *Barnard Bray* of the Pariſh of, *&c.* in *Barbadoes*, as the Attorney of the within named *Abel Archer*, for and in the Name, and as the Act of the ſaid *Abel Archer*.

A third Indorſement thus, being the Power of Attorney.

The Power of Attorney to be indorſed on the Deed of Conveyance.

KNOW all Men by theſe Preſents, That I *Abel Archer* of the City of *Bath* in the Kingdom of *Great Britain*, Eſq; for divers good and valuable Cauſes and Conſiderations me hereunto moving, and more particularly for and in Conſideration of the Sum of 4200*l.* of lawful Money of *Great Britain*, to me in Hand paid at or before the Sealing and Delivery of this preſent Inſtrument, by *Caleb Coates* of the Iſland of *Barbadoes*, Planter, (by the Hands of *David Dent* and *Edmund Dent* of *London*, Merchants) and of the further Sum of 7800*l.* of like lawful Money, agreed and ſecured according to my good Liking and Approbation, to be paid unto me, my Executors, Adminiſtrators or Aſſigns, at ſeveral Times hereafter, making together the Sum of 12000*l.* of lawful Money of *Great Britain*, and being in full for the intire and abſolute Purchaſe of the Fee-ſimple, Inheritance and full Propriety of all and ſingular the Lands, Plantations, Sugar-works, Hereditaments, Slaves, Stock, Utenſils and other Things in the within written Writing mentioned or deſcribed, and thereby intended to be hereafter granted and conveyed, and to the End, Intent and Purpoſe that the ſame Premiſſes may be legally, ſufficiently and effectually granted, conveyed and aſſured unto and upon the ſaid *Caleb Coates*, his Heirs and Aſſigns for ever, diſcharged of all Eſtates-tail and Remainders whatſoever, have made, ordained, authorized, conſtituted and appointed, and by theſe Preſents do make, ordain, authorize, conſtitute and appoint *Barnaby Bray* of, *&c.* Gent. and *Fulk Flint* of, *&c.* Gent. jointly, and each one of them ſeparately, my true and

The Appointment,

and lawful Attornies and Attorney irrevocable, for me and in my Name, and as my Act and Deed, forthwith and as ſoon as conveniently may be after this preſent Inſtrument ſhall arrive in the ſaid Iſland of *Barbadoes*, to fill up, or cauſe to be filled up, the Blanks at the Top or Beginning of the Writing or Deed within written, with the Day of the Month and Month whereon the ſame Writing or Deed ſhall be executed, purſuant to the further Power hereafter in theſe Preſents given, or with any other proper Date; alſo to fill up, or cauſe to be filled up, the Blanks at the Bottom or End of the Writing or Deed within written, by and with the Name, Deſcription and Addition of ſuch one of my ſaid Attornies as ſhall act by Virtue of theſe Preſents, and of the Power hereby given; and after thoſe Blanks ſhall be ſo filled up, then at the Foot of the ſaid Deed to ſubſcribe the Name *Abel Archer*, by Virtue of theſe Preſents, and to ſeal and deliver the ſaid Writing or Deed for me, in my Name, and as my Act and Deed, to the Uſe of the ſaid *Caleb Coates*, his Heirs and Aſſigns for ever, and that in the Preſence of any competent Number of Witneſſes, and alſo for me to ſubſcribe to the Receipt written on this Side of this Skin of Parchment the Name *Abel Archer*; and further to appear for me within three Months next after the Date which ſhall be ſo filled up in the ſaid within written Deed or Writing, and after the Execution of the ſame Writing, and to acknowledge ſuch Deed before the Reſident Governor of the ſaid Iſland, or before ſome other of the chief Judges for the Time being, of ſome one of the Courts of Juſtice within the ſaid Iſland; and to do for me, and in my Name, and as my Act and Deed, but to the Uſe of the ſaid *Caleb Coates*, his Heirs and Aſſigns, all and every other Act, Matter and Thing whatſoever which ſhall be neceſſary, fitting or expedient to the full, legal, effectual and compleat Execution, Acknowledgment and Inrolment, or recording in due Time of the Deed or Writing within written, or of any other Deed or Deeds of the like Tenor or Purport, to the like Uſes, and of the ſame Premiſſes therein mentioned, altho' the ſame ſhould be conveyed in other or different Forms or Terms, and altho' the Premiſſes in ſuch other Deed or Deeds ſhould be differently or otherwiſe deſcribed, the better to aſcertain the ſame, as fully, amply and beneficially to all Intents, Conſtructions and Purpoſes whatſoever, as I myſelf might or could do if preſent, and did the ſame perſonally, ſo that there may be made a good and perfect Title and Conveyance unto the ſaid *Caleb Coates*, his Heirs and Aſſigns for ever in Fee-ſimple, of all and ſingular the Premiſſes in and by the within mentioned Deed or Writing meant, or mentioned or intended to be hereafter paſſed or granted away, hereby giving unto my ſaid Attornies or Attorney my full and whole Power and Authority in the Premiſſes, and ratifying, and confirming and promiſing to hold for good, firm, valid and effectual, all that my ſaid Attornies or Attorney ſhall lawfully do, or cauſe to be done in the Premiſſes, by Virtue of theſe Preſents; Provided alway that theſe Preſents, or the Power hereby given, ſhall in no wiſe extend, or be conſtrued to extend to repeal, revoke, determine or make void any former or other Power or Powers of Attorney by me at any Time heretofore given or appointed, to any other Perſon or Perſons whatſoever, for any diſtinct or other Purpoſes, but that ſuch other Power and Powers of Attorney ſhall ſtill, notwithſtanding theſe Preſents, and the Power hereby given, remain, continue and be of the ſame Authority, Va'idity, Force and Effect, as if theſe Preſents had never been made or executed; Provided alſo that theſe Preſents, or the Power hereby given, ſhall in no wiſe extend, or be conſtrued to extend, to appoint the ſaid *Barnaby Bray* and *Fulk Flint*, every, either or any of them, my Attornies or Attorney to or for any other Act, Intent or Purpoſe whatſoever, but ſolely and only for the making, executing, perfecting and compleating unto the ſaid *Caleb Coates*, his Heirs and Aſſigns, ſufficient and proper Deeds, Writings and Titles, whereby to paſs, grant away and aſſure unto him, his Heirs and Aſſigns for ever, the free and clear Fee-ſimple, Inheritance, and abſolute Propriety of and in all and ſingular the Premiſſes in the within written Deed or Writing deſcribed, mentioned or expreſſed, and thereby meant and intended to be hereafter granted, bargained, ſold, releaſed and confirmed. In Witneſs, *&c.*

to fill up Blanks.

to ſubſcribe his Name, and to ſeal and deliver;

to ſubſcribe the Receipt,

and to acknowledge the Deed,

and to do all other Acts, *&c.*

Confirming the ſame;

Proviſo, not to revoke Powers to other Perſons for the Matters.

Nor this Power to extend to other Matters.

Signed, ſealed and delivered by the above named
G. S. in the Preſence of us,

N° 3. ***Part of a Deed of Releaſe of a Plantation in*** Barbadoes, ***wherein a Term is raiſed to ſecure to the Vendor the Purchaſe-Money, to be applied as by the Will of an Anceſtor.***

The Beginning of this Deed to be the ſame as of the firſt Precedent under this Title, (except Names of Places) till you come to the Recital of the Agreement for the Purchaſe.

The Agreement for the Purchaſe recited.

AND whereas the ſaid *Francis Aſh* hath contracted and agreed with the ſaid Sir *Abel Aſh* for the abſolute Purchaſe of the Meſſuages, Buildings, Plantations, Lands, Hereditaments, Negroes, and other Things herein after mentioned and intended to be hereby granted and releaſed, (being Part and Parcel of the ſaid Truſt-Eſtate and Premiſſes ſo given to the ſaid Dame *Eliza Aſh*, in Truſt to be ſold as aforeſaid) and alſo of all the Crop of Sugars, and other the Produce of or upon the ſame Plantation, Lands and Premiſſes, or which hath ariſen from or been produced upon the ſame Premiſſes, or any Part thereof, from and after the Feaſt of St. *Michael* the Archangel laſt paſt before the Date hereof, for the Sum or Price of 10000 *l.* of lawful Money of *Great Britain*, to be ſecured to be paid to the ſaid Sir *Abel Aſh*, by the ſaid *Francis Aſh*, by the Term of five hundred Years herein after limited, at ſuch Time and in ſuch Manner as is herein after in that Behalf mentioned, expreſſed and agreed upon, and to be applied and diſpoſed of when paid for the Purpoſes in the ſaid Will mentioned and directed concerning the ſame, together with the Intereſt for the ſame, in the mean Time and until Payment

The Conſideration.

thereof, at the Rate of 4 *l. per Cent. per Annum*. Now this Indenture witneſſeth, That in Purſuance and Performance of the ſaid recited Agreement, and for ſecuring the Payment of the ſaid Sum of 10000 *l.* unto the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, by the ſaid *Francis Aſh*, his Heirs or Aſſigns, at ſuch Time and in ſuch Manner, and for ſuch Purpoſes, as are herein after in that Behalf mentioned, expreſſed and agreed upon, together with ſuch Intereſt for the ſaid Sum of 10000 *l.* in the mean Time and until Payment thereof as aforeſaid, and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain*, to the ſaid Sir *Abel Aſh* in Hand paid by the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby

The Grant, Releaſe, &c.

acknowledged, he the ſaid Sir *Abel Aſh* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, their Heirs

The Parcels.

and Aſſigns, all that the Northern Plantation, Land or Ground of him the ſaid Sir *Abel Aſh*, commonly called or know by the Name of Sir *Noah Nun*'s Plantation, containing by Eſtimation five hundred Acres, or thereabouts, be the ſame more or leſs, moſt Part of which ſaid Plantation, Land or Ground, is ſituate, lying or being in the Pariſh of St. *Michael* in the ſaid Iſland of *Barbadoes*, and the Reſidue thereof (being only a ſmall Slip or Parcel of Ground) is ſituate, lying and being in the

General Words.

Pariſh of St. *George* in the ſame Iſland; and alſo all Meſſuages, Tenements, Edifices, Erections, Buildings, Houſes, Store-houſes, Sugar-houſes, Boiling-houſes, Curing-houſes, Still-houſes, Mills and Kilns, erected, built, ſtanding or being, or to be erected, built, ſtanding or being upon the ſaid Plantation, Land, Ground, Hereditaments and Premiſſes, every or any Part thereof, with their and every of their Rights, Privileges, Members and Appurtenances, and alſo all Negroes and Slaves, Men, Women and Children, and the Increaſe and Progeny of the ſame Negroes and Slaves; and alſo all Horſes, Cows, Oxen, Sheep and other Cattle whatſoever, and all Coppers, Stews, Ladles, Skimmers, Potting-Baſons, Sugar-Pots, Stills, Still-heads, Worms, Worm-Tables, Coolers, Ciſterns, Plantation-Tools, and all other Implements, Goods and Chattels whatſoever to the ſaid Meſſuages, Buildings, Plantation, Land, Ground, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, every or any of them, or any Part thereof belonging or in any wiſe appertaining, or with them, or any of them uſed, occupied, poſſeſſed or enjoyed; and alſo all the Buildings, Warehouſes and Store-houſes of him the ſaid Sir *Abel Aſh*, ſituate, ſtanding or being in *Bridge-Town*

Town in the ſaid Iſland of *Barbadoes*, with their and every of their Rights, Privileges, Members and Appurtenances; and alſo other the Meſſuages, Buildings, Lands, Ground and Hereditaments whatſoever of him the ſaid Sir *Abel Aſh*, ſituate, lying or being in the ſaid Pariſh of St. *Michael*, and in *Bridge-Town* aforeſaid, or either of them, or elſewhere in the ſaid Iſland of *Barbadoes*, with their and every of their Rights, Privileges, Members and Appurtenances, except and always reſerved out of theſe Preſents, and the Grant and Conveyance hereby made, or intended to be made, all that ſmall Plantation, Land or Ground, commonly called or know by the Name of the *Winter-Hall*, ſituate, lying and being in the ſaid Pariſh of St. *George* in the ſaid Iſland of *Barbadoes*, and all Meſſuages, Buildings, Lands, Ground, Negroes, Slaves, Cattie, Utenſils and other Things of him the ſaid Sir *Abel Aſh*, ſituate, lying or being in the ſaid Pariſh of St. *George*, and to the ſaid ſmall Plantation belonging or appertaining, or therewith uſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, with their and every of their Rights, Privileges, Members and Appurtenances, which ſaid excepted Plantation, Meſſuages, Buildings, Lands, Ground, Hereditaments and Premiſes, are for a valuable Conſideration ſold and conveyed, or intended to be ſold and conveyed by the ſaid Sir *Abel Aſh* unto and to the Uſe of the ſaid *Francis Aſh* and his ſaid Truſtees, Parties to theſe Preſents, by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of theſe Preſents, and the Releaſe bearing even Date herewith, as by the ſame Indentures, Relation being thereunto had, may appear; all which ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Cattle, Utenſils, Hereditaments, and other the Premiſſes hereby or mentioned or intended to be hereby granted and releaſed, (except before excepted) are now in the actual Poſſeſſion of the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, by Virtue of a Bargain and Sale to them thereof made by the ſaid Sir *Abel Aſh* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, Profits and Produce thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever both at Law and in Equity of him the ſaid Sir *Abel Aſh*, of, into or out of the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Cattle, Utenſils, Hereditaments and other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof, (except before excepted) and alſo all Deeds, Evidences, Writings and Records whatſover touching or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which he the ſaid Sir *Abel Aſh* now hath in his Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Cattle, Utenſils, Hereditaments, and all and ſingular other the Premiſſes hereby mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances (except before excepted) unto the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, their Heirs and Aſſigns for ever, to the Uſes herein after mentioned; that is to ſay, to the Uſe and Behoof of the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term of five hundred Years from henceforth next enſuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, ſubject to the Proviſo and Agreement herein after mentioned; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of five hundred Years, and ſubject thereunto, to the Uſe and Behoof of the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, and of the Heirs and Aſſigns of the ſaid *Francis Aſh* for ever, in Truſt as to the Eſtate of the ſaid *Gilbert Gill* and *Henry Hart*, to and for the only Benefit of the ſaid *Francis Aſh*, and of his Heirs and Aſſigns for ever, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Sir *Abel Aſh* and *Francis Aſh*, that in Caſe he the ſaid *Francis Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and do well and truly pay, or cauſe to be paid unto the

Exception.

Bargain, for a Year mentioned.

General Words.

Habendum,

to the Uſe of the Grantor for a long Term,

ſans Waſte, determinable as after mentioned,

then in Truſt for the firſt Grantee in Fee;

Proviſo, that on Payment of the Purchaſe-Money,

ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, at or in the common Dining-hall of *Lincoln's Inn* in the County of *Middleſex*, the full and juſt Sum of 10000 *l.* of lawful Money of *Great Britain*, upon the thirtieth Day of *June*, which will be in the Year of our Lord 1729. to be by him the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, when paid, applied and diſpoſed of for the Purpoſes in the ſaid recited Will mentioned and directed of and concerning the ſame, together with Intereſt for the ſaid Sum of 10000 *l.* in the mean Time, and until Payment thereof, after the Rate of 4 *l. per Cent. per Ann.* by equal Half-yearly Payments, without any Deduction, Defalcation or Abatement out of the ſaid Sum of 10000 *l.* or the Intereſt thereof, or any Part thereof, for or in reſpect of any Matter, Cauſe or Thing whatſoever, then and at all Times from thenceforth the ſaid Term of five hundred Years of and in the ſaid hereby granted and releaſed Premiſſes ſhall ceaſe, determine and be utterly void to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid Sir *Abel Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Francis Aſh*, his Heirs and Aſſigns, in Manner following; that is to ſay, that (for and notwithſtanding any Act, Matter or Thing by him the ſaid Sir *Abel Aſh*, or by the ſaid Sir *David Aſh* his late Brother, Sir *David Aſh* his ſaid late Father, and Dame *Eliza Aſh* his ſaid late Mother, or by Sir *David Aſh*, Bart. his late Grandfather deceaſed, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid Sir *Abel Aſh* now is, and ſtandeth lawfully, rightfully and abſolutely ſeiſed of and in the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Utenſils, Hereditaments and Premiſſes hereby, or mentioned and intended to be hereby granted and releaſed, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple to him and his Heirs, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame. And alſo that he the ſaid Sir *Abel Aſh* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) now hath in himſelf good Right, full Power, and lawful and abſolute Authority to grant and convey the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Utenſils, Hereditaments and Premiſſes hereby, or mentioned and intended to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, their Heirs and Aſſigns, to the Uſes and in Manner aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents. And further, that the ſame Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Utenſils, Hereditaments and Premiſſes, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be to and for the Uſes, Intents and Purpoſes aforeſaid, and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, (ſubject to the ſaid Term of five hundred Years, and under the Proviſo aforeſaid) without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid Sir *Abel Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity of, in, to or out of the ſame Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Utenſils, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid Sir *David Aſh* his ſaid late Brother, Sir *David Aſh* and Dame *Eliza Aſh* his ſaid late Father and Mother, and Sir *David Aſh* his ſaid late Grandfather, or any of them, (except as to the ſaid Term of five hundred Years herein before limited, to the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, ſubject to the Proviſoes aforeſaid) and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid Sir *Abel Aſh*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed or ſuffered

(to be applied, &c.)

with Intereſt,

the Term ſhall ceaſe.

The Vendor covenants that (againſt the Acts of himſelf and certain Anceſtors) he is ſeiſed, &c.

and has Power to convey.

And for quiet Enjoyment,

(ſubject to the Term)

free from Incumbrances,

ſuffered by the ſaid Sir *Abel Aſh*, Sir *David Aſh* his ſaid late Brother, Sir *David Aſh* and Dame *Eliza Aſh* his ſaid late Father and Mother, and Sir *David Aſh* his ſaid late Grandfather, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, or from, by or under their or any of their Act, Means, Aſſent, Conſent or Procurement, (except the ſaid Term of five hundred Years herein before limited to the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators and Aſſigns, ſubject to the Proviſo aforeſaid.) And moreover, that he the ſaid Sir *Abel Aſh* and his Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have, or lawfully claim, any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Utenſils, Hereditaments and Premiſſes hereby, or mentioned and intended to be hereby releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under any of his ſaid Anceſtors herein before named, ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Francis Aſh*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Meſſuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Utenſils, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Francis Aſh*, *Gilbert Gill* and *Henry Hart*, their Heirs and Aſſigns, to and for the Uſes, Intents and Purpoſes aforeſaid, and ſubject to the ſaid Term of five hundred Years, under the Proviſoes aforeſaid, be the ſame by Fine, Feoffment, Common Recovery, Deed inrolled or not inrolled, the Inrollment of theſe Preſents, or otherwiſe howſoever, as by the ſaid *Francis Aſh*, his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties, who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And the ſaid *Francis Aſh* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, That he the ſaid *Francis Aſh*, his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 10000 *l.* together with ſuch Intereſt for the ſame as aforeſaid, at ſuch Times and Place, and in ſuch Manner and Form, as are herein before mentioned for Payment thereof, without any Deduction or Abatement as aforeſaid, according to the Purport of the aforeſaid Proviſo, and the true Intent and Meaning of theſe Preſents. And further, that it ſhall and may be lawful to and for the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times from and after Default ſhall be made of or in Payment of the ſaid Sum of 10000 *l.* or any Part thereof, or of the Intereſt thereof, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid hereby granted and releaſed Meſſuages, Buildings, Plantation, Lands, Hereditaments and other the Premiſſes, and to receive and take the Rents, Profits and Produce thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, for all the then Reſidue of the ſaid Term of five hundred Years therein, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Francis Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them, or any of them. And moreover, that he the ſaid *Francis Aſh*, and his Heirs, and all others having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title,

And for further Aſſurances,

to the Uſes, &c. and ſubject to the Term.

The firſt named Grantee covenants to pay the Purchaſe-Money,

and Intereſt;

And in Default of Payment the Vendor to enter, &c.

And the firſt named Grantee to make further Aſſurances,

Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſaid hereby granted and releaſed Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, ſhall and will from Time to Time, and at all Times, from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 10000 *l.* or any Part thereof, or of the Intereſt thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Meaning of theſe Preſents, upon every reaſonable Requeſt, and at the Coſts and Charges of the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Meſſuages, Buildings, Plantation, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of five hundred Years therein freed and abſolutely diſcharged of and from the aforeſaid Proviſo and Agreement, for Redemption of the ſame Premiſſes, or any Part thereof, and all Equity thereupon, as by the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, deviſed and required. And it is hereby declared and agreed by and between the ſaid Sir *Abel Aſh* and *Francis Aſh* in Manner following; that is to ſay, That in the mean Time, and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 10000 *l.* or ſome Part thereof, or the Intereſt thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *Francis Aſh*, and his Heirs, peaceably and quietly to have, hold and enjoy the ſaid hereby granted and releaſed Premiſſes, and to receive and take the Rents, Profits and Produce thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble or Interruption of or by the ſaid Sir *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, or any of them, or of or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for him, them, or any of them. And further, that the ſaid *Francis Aſh*, his Executors, Adminiſtrators and Aſſigns, ſhall and may immediately enter upon and have, receive, take, retain and convert to and for his and their own Uſe and Benefit all the Crop of Sugars, and all other the Goods, Chattels and Produce of or upon the ſaid Plantation, Lands, Hereditaments and Premiſſes hereby, or mentioned and intended to be hereby granted and releaſed, every or any Part thereof, or which hath ariſen from or been produced upon the ſame Premiſſes, every or any Part thereof, from and after the Feaſt of St. *Michael* the Archangel laſt paſt before the Date hereof. And the ſaid Sir *Abel Aſh* doth hereby accordingly grant, bargain, ſell, aſſign and ſet over the ſaid Crop of Sugars, and all other the ſaid Goods, Chattels and Produce of or upon the ſame Plantation, Lands, Hereditaments and Premiſſes, every or any Part thereof, and all the Benefit and Advantage thereof unto the ſaid *Francis Aſh*, his Executors, Adminiſtrators and Aſſigns; To have, hold, receive, perceive, retain, take and enjoy the ſaid hereby aſſigned Premiſſes, and every Part thereof, and all the Benefit and Advantage thereof unto him the ſaid *Francis Aſh*, his Executors, Adminiſtrators or Aſſigns, to and for his and their own Uſe and Benefit, and as his and their own Goods and Chattels abſolutely and for ever, with Warranty againſt all Men. In witneſs, *&c.*

to make the Term abſolute;

in the mean Time the ſame Grantee to enjoy,

and that he ſhall have the Crop of Sugar, *&c.*

The Aſſignment thereof.

Pur-

Purchases. Articles, &c. concerning them.

Articles for the Sale of an Eſtate, now in Mortgage to another Perſon, and to the Purchaſer. The Purchaſer buys, ſubject to the other Incumbrance, he is to be allowed his own Money, and to pay a further Sum, and to pay a Rent-charge for the Life of the Vendor. N° 1.

Articles of Agreement indented, made, concluded and agreed upon this ſixth Day of July 1733. *between* Adam Aſhton *of* Axton *in the County of* Flint, *Eſq; of the one Part, and* Benjamin Bing *of* Axton *aforeſaid, Clothier, of the other Part, as follows:*

WHEREAS there is now due and owing from the ſaid *Adam Aſhton* to *Charles Creke* of *Cheſter*, Merchant, on Mortgage and Security of the Manor, Capital Meſſuage, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, or ſome Part thereof, the Sum of 3500 *l.* Principal Money, with an Arrear of Intereſt. And there is likewiſe due and owing from the ſaid *Adam Aſhton* to the ſaid *Benjamin Bing* on Security of the ſaid Manor and Premiſſes, or ſome Part thereof, by two ſeveral Mortgages thereon, the Sum of 4000 *l.* Principal Money, with an Arrear of Intereſt. And whereas the ſaid *Adam Aſhton* hath agreed with the ſaid *Benjamin Bing* abſolutely to ſell and convey the ſaid Manor, Hereditaments and Premiſſes, and all his the ſaid *Adam Aſhton*'s Eſtate, Equity of Redemption, Right, Title and Intereſt therein, unto him the ſaid *Benjamin Bing* and his Heirs; In Conſideration whereof the ſaid *Benjamin Bing* hath agreed as well to pay to the ſaid *Adam Aſhton* in full for the abſolute Purchaſe of the ſaid Manor, Hereditaments and Premiſſes, ſo much Monies as, together with the ſaid Principal Sums of 3500 *l.* and 4000 *l.* and the Intereſt in Arrear for the ſame, will make up and amount to the full Sum of 9000 *l.* and alſo to pay unto the ſaid *Adam Aſhton* one Annuity or clear yearly Sum of 450 *l.* during his Life, payable Half-yearly free of Taxes, and likewiſe to acquit, releaſe and indemnify the ſaid *Adam Aſhton*, his Heirs, Executors and Adminiſtrators, from the Payment of the ſaid ſeveral Sums of 3500 *l.* and 4000 *l.* and Intereſt, which are to be deemed as Part of the Purchaſe-Money, and as ſuch to be paid off and releaſed reſpectively by the ſaid *Benjamin Bing*. Now theſe Preſents witneſs: And firſt, the ſaid *Adam Aſhton*, in Purſuance of the ſaid recited Agreement on his Part to be performed, and in Conſideration of the Covenant and Agreement herein after contained on the Part of the ſaid *Benjamin Bing*, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Benjamin Bing*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Adam Aſhton*, or his Heirs, ſhall and will on or before the Feaſt-Day of St. *Michael* the Archangel next enſuing the Date hereof, make out a good Title unto, and by ſuch good and ſufficient Conveyances and Aſſurances in the Law, with reaſonable Covenants, as he the ſaid *Benjamin Bing*, his Heirs or Aſſigns, or his or their Counſel ſhall adviſe or approve of, effectually convey and aſſure, or cauſe to be conveyed and aſſured unto and to the Uſe of the ſaid *Benjamin Bing*, his Heirs and Aſſigns, or to ſuch Perſon or Perſons as he or they ſhall in that Behalf nominate and appoint, free from Incumbrances, (except only the Mortgages above mentioned) all that the Manor or Lordſhip of *Dans* in the ſaid County of *Flint*, with the Rights, Royalties, Markets, Fairs, Franchiſes, Profits, Privileges, Hereditaments and Appurtenances whatſoever thereunto belonging, incident, or in any wiſe appertaining or reputed as Part thereof; and all that Capital Meſſuage or Manor-houſe called *Falles* in *Dans* aforeſaid, with all Houſes, Out-houſes, Barns,

Recital of a Sum due by Mortgage to a third Perſon,

and of Money due by two Mortgages to the Purchaſor,

and of the Agreement for the abſolute Sale, &c.

at a certain Price in a Sum of Money,

and an Annuity for Life.

The Vendor covenants to make a good Title,

and to convey free from Incumbrances,

(except the Mortgages)

The Parcels,

Stables, Buildings, Yards, Gardens, Orchards, Hereditaments and Appurtenances thereunto belonging or in any wiſe appertaining; and all the Demeſne Lands of the ſaid Manor, and all other Lands, Tenements and Hereditaments whatſoever to the ſaid Manor and Capital Meſſuage, or either of them, belonging or appertaining, or therewith uſed, or reputed as Part, Parcel or Member of them, or either of them, in the ſaid county of *Flint*; and all other the Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Adam Aſhton*, or of any Perſon or Perſons in Truſt for him, ſituate and being in or near *Dans* aforeſaid in the ſaid County of *Flint*, with their and every of their Appurtenances.

The Purchaſor covenants to pay the Reſt of the Money,

Item, The ſaid *Benjamin Bing*, in Purſuance of the ſaid recited Agreement on his Part to be performed, and in Conſideration of the Covenant and Agreement herein before contained on the Part and Behalf of the ſaid *Adam Aſhton*, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Adam Aſhton*, his Heirs, Executors and Adminiſtrators, that he the ſaid *Benjamin Bing*, his Heirs, Executors or Adminiſtrators, ſhall and will pay, or cauſe to be paid unto the ſaid *Adam Aſhton*, his Heirs, Executors or Adminiſtrators, at the Time of making and executing ſuch Conveyances and Aſſurances as aforeſaid, ſo much current Money of *Great Britain*, as, together with the ſaid ſeveral Sums of 3500 *l.* and 4000 *l.* and the Intereſt then due and in Arrear for the ſame, will make up and amount to the full Sum of 9000 *l.*

and to pay the third Perſon's Mortgage and Intereſt, and to pay and charge the Rent-charge.

and alſo ſhall and will pay off and diſcharge the ſaid Sum of 3500 *l.* and Intereſt to grow due for the ſame unto the ſaid *Charles Creke*, and indemnify him the ſaid *Adam Aſhton* therefrom, and ſhall alſo acquit and releaſe him from the Payment of the ſaid 4000 *l.* and Intereſt; and alſo ſhall and will well and truly pay, and to the good Liking of the ſaid *Adam Aſhton*, or his Counſel, ſecure to be paid out of the ſaid Manor and Premiſſes unto him the ſaid *Adam Aſhton*, or his Aſſigns during his Life, one Annuity or clear yearly Rent-charge of 450 *l.* of like Money, free of all Taxes and other Deductions whatſoever, the ſame Annuity or yearly Rent charge to be paid to him the ſaid *Adam Aſhton* by two equal half-yearly Payments in every Year; the firſt Half-year's Payment thereof to be made at *Lady-day* now next enſuing, in Caſe ſuch Conveyances and Aſſurances ſhall be made and perfected as aforeſaid at or before *Michaelmas* next; which ſaid ſeveral Sums of Money and Annuity or Rent-Charge ſo to be paid and ſecured by the ſaid *Benjamin Bing*, together with the ſaid Sum of 4000 *l.* and Intereſt ſo due and owing to him on Security of the Premiſſes, and from which the ſaid *Adam Aſhton* is to be acquitted and releaſed as aforeſaid, are hereby declared by the ſaid Parties to be in full for the abſolute Purchaſe of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes, and of the Equity of Redemption thereof. In witneſs, *&c.*

No. 2. *An Agreement for Sale of Lands by Huſband and Wife and her Son by a former Huſband. Agreement as to Deductions to be made in the Purchaſe-Money, and from what Time the Purchaſer ſhall enjoy.*

Articles of Agreement indented, made, concluded and agreed upon by and between Andrew Aſton, *Citizen and Mercer of* London, *and* Bethia *his Wife, late Wife of* Charles Crew, *late Citizen and Mercer of* London, *deceaſed, and* Daniel Crew, *eldeſt Son and Heir of the ſaid* Charles Crew, *deceaſed, by the ſaid* Bethia, *of the one Part, and* Ezra Eades *ſenior, of,* &c. *Eſq; of the other Part.*

Huſband and Wife, and her Son by a former Huſband, covenant with a Purchaſor to convey a Moiety of a Manor, *&c.* free from Incumbrances.

IMprimis, The ſaid *Andrew Aſton* for himſelf and the ſaid *Bethia* his Wife, his and her Heirs, Executors and Adminiſtrators, and the ſaid *Daniel Crew* for himſelf, his Heirs, Executors and Adminiſtrators, do hereby covenant, promiſe and agree to and with the ſaid *Ezra Eades*, his Heirs and Aſſigns, that in Conſideration of the Sum of 50 *l.* of lawful Money of *Great Britain* to the ſaid *Daniel Crew* in Hand paid by the ſaid *Ezra Eades* at or before the Execution of theſe Preſents, the Receipt whereof he hereby acknowledges, and in Conſideration of the Cove-

nants and Agreements herein after contained on the Part and Behalf of the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators and Aſſigns, they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, and the Heirs of the ſame *Daniel Crew*, ſhall and will before the firſt Day of *May* next, by ſuch good and ſufficient Conveyances and Aſſurances in the Law, with reaſonable Covenants, be he ſame by Fine, Recovery or otherwiſe, as the ſaid *Ezra Eades*, his Heirs or Aſſigns, or his or their Counſel ſhall adviſe, convey and aſſure, or cauſe to be conveyed and aſſured unto and to the Uſe of the ſaid *Ezra Eades*, his Heirs and Aſſigns, or to ſuch other Perſon or Perſons as he or they ſhall in that Behalf nominate or appoint, free from Incumbrances, done by them or the ſaid *Charles Crew*, or any of them, except as herein after mentioned, one full Moiety or Half-Part, the Whole in two equal Parts to be divided, of and in the Manor or reputed Manor of *Freke*, with the Appurtenances, in the Pariſh of *Grundon* in the County of *Hants*, or elſewhere, in the ſame County, and of and in the Capital Meſſuage, Lands, Tenements, and all other the Hereditaments in or near *Grundon* aforeſaid, and in or near *Inckton* and *Keſter*, every or any of them in the ſaid County of *Hants*, or in any other Pariſh or Pariſhes thereto near or adjoining, which in and by certain Indentures of Leaſe and Releaſe, and Bargain and Sale duly inrolled in Chancery, the Leaſe bearing Date on or about the fifth, and the Releaſe and Bargain and Sale inrolled, bearing Date on or about the ſixth Days of *May* 1725. and made, or mentioned to be made, between *Luke Leeſon*, of, *&c.* Eſq; of the one Part, and the ſaid *Charles Crew* and *Andrew Aſton* of the other Part, were granted and conveyed, or mentioned or intended to be granted and conveyed unto and to the Uſe of the ſame *Charles Crew* and *Andrew Aſton*, and the Heirs and Aſſigns of the ſame *Charles*, in Truſt as to the Eſtate of the ſaid *Andrew Aſton* for the ſame *Charles* and his Heirs, with their and every of their Appurtenances.

Item, The ſaid *Ezra Eades*, in Conſideration of the Premiſſes, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree to and with the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, their Heirs, Executors and Adminiſtrators, that he the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will upon the making and executing ſuch Conveyances and Aſſurances as aforeſaid pay, or cauſe be paid, unto the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, their Heirs, Executors or Adminiſtrators, or to their Order and Direction, the Sum of 3500 *l.* of lawful Money of *Great Britain*, as and in full for the abſolute Purchaſe of the aforeſaid Moiety or Half-Part, after ſuch Deductions thereout as is herein after mentioned.

The Purchaſor covenants to pay the Purchaſe-Money,

ſubject to Deductions;

Item, It is hereby further agreed between the ſaid Parties to theſe Preſents, that one Moiety or Half-Part of the Principal Sum of 2100 *l.* ſecured on the ſaid whole Manor and Premiſſes by Mortgage made thereof, ſhall upon the making ſuch Conveyances and Aſſurances as aforeſaid, and Payment of the ſaid Purchaſe-Money, be deducted and allowed out of the ſame Purchaſe-Money, and that all Intereſt due and to grow due for the ſaid Whole 2100 *l.* till the Time of executing the ſaid Conveyances ſhall be paid and cleared by the ſaid *Andrew Aſton* and *Daniel Crew*, or one of them, their or one of their Heirs, Executors or Adminiſtrators; and that the ſaid *Ezra Eades* and his Heirs ſhall enter upon the ſaid Moiety, and receive the Rents and Profits thereof for his and their proper Uſe from *Chriſtmas* laſt paſt.

Agreement as to the Deductions,

and from what Time the Purchaſor ſhall enjoy.

Item, That the Charge of the Fine and Recovery to be levied and ſuffered of the ſaid Moiety and Premiſſes, in order to make out a good Title and Conveyance as aforeſaid, ſhall be paid and born by the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*. In Witneſs, *&c.*

N° 3. *An Agreement for retaining Part of the Purchaſe-Money for a Moiety of a Manor which was in Mortgage, the other Moiety belonging to a Minor. An Agreement alſo for purchaſing his Moiety eventually*, &c.

THIS Indenture, made the eleventh Day of *February Anno Domini* 1728. and in the ſecond Year of the Reign, *&c.* between *Ezra Eades* ſenior, of *London*, *&c.* Eſq; of the one Part, and *Andrew Aſton*, Citizen and Mercer of *London*, and *Bethia* his Wife (late *Bethia Crew*, the Widow and relict of *Charles Crew* late of, *&c.* deceaſed) and *Daniel Crew*, Mercer, Eldeſt Son and Heir of the ſaid *Charles Crew* deceaſed, by the ſaid *Bethia*, of the other Part. Whereas by Indentures of Leaſe and Releaſe, and Mortgage in Fee, bearing Date reſpectively the eleventh and twelfth Days of *May*, which was in the Year of our Lord 1725, the ſaid *Charles Crew* and the ſaid *Andrew Aſton* (his Truſtee) for the Conſiderations in the ſame Indentures mentioned, did grant and convey unto *Francis Farr* of, *&c.* Grocer, and the ſaid *Ezra Eades*, their Heirs and Aſſigns, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Freke*, with the Rights, Royalties, Members and Appurtenances thereof in the Pariſh of *Grundon* in the County of *Hants* or elſewhere in the ſame County; and all that Capital Meſſuages or Tenements in *Grundon* aforeſaid wherein *John Jones*, Eſq; deceaſed, did thentofore dwell; and all that other Capital Meſſuage or Tenement, with the Appurtenances, in *Grundon* aforeſaid near *Inckton*, wherein *Leonard Lauton*, Eſq; deceaſed, did thentofore dwell; and all that Brewhouſe, with the Appurtenances, ſituate and being in or near *Inckton* in the ſame County; and all Meſſuages, Houſes, Buildings, Lands, Tenements, Meadows, Paſtures, Grounds and Hereditaments whatſoever, with their Appurtenances, to the ſaid Manor, Capital Meſſuage, Brewhouſe and Premiſſes, or any of them, or any Part or Parcel thereof, or any of them belonging or in any wiſe appertaining, or with them, or any of them, uſed, occupied, poſſeſſed or enjoyed, ſituate, lying or being in *Inckton* and *Grundon* aforeſaid, or in *Keſter* in the ſaid County of *Hants*, every or any of them; and alſo all Meſſuages, Houſes, Edifices, Buildings, Lands, Tenements, Meadows, Paſtures, Ground and Hereditaments, ſituate, lying and being in or near *Inckton* aforeſaid, and ſometime thentofore Parcel or reputed Parcel of the Hoſpital or Chauntry of the Chapel of *All Souls*, in or near *Grundon*, *Inckton* and *Keſter* aforeſaid, ſome or one of them in the ſaid County of *Hants*, with their and every of their Appurtenances; and alſo all and every the Meſſuages, Lands, Tenements, Ground and Hereditaments whatſoever, then late of *Luke Leeſon*, Eſq; and then of him the ſaid *Charles Crew*, ſituate, lying or being in or near *Grundon*, *Inckton* and *Keſter* aforeſaid, every or any of them, and then late or ſometime in the ſeveral Tenures, Poſſeſſions or Occupations of [*Here more Tenants Names*] or ſome of them, their or ſome of their Aſſignees, Leſſees or Under-tenants; all which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes were then late the Eſtate of the ſaid *Luke Leeſon*, and were by him ſold and conveyed unto and to the Uſe of the ſaid *Charles Crew*, and the ſaid *Andrew Aſton* his Truſtee, and the Heirs and Aſſigns of him the ſaid *Charles Crew*, by Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled in Chancery, bearing Date reſpectively the fifth and ſixth Days of the ſaid then Inſtant Month of *May*; and alſo all other the Meſſuages, Lands, Tenements, Fiſhings and other Hereditaments then late of the ſaid *Luke Leeſon*, and then of the ſaid *Charles Crew*, or of any Perſon or Perſons in Truſt for him, ſituate, lying, being, ariſing, happening or renewing in or within *Grundon*, *Inckton* and *Keſter* aforeſaid, every or any of them, or in any other Pariſh or Pariſhes to them or any of them near or adjoining, with their and every of their Appurtenances; To hold unto and to the Uſe of the ſaid *Francis Farr* and *Ezra Eades* and their Heirs for ever, in Truſt as to the Eſtate of the ſaid *Ezra Eades* and his Heirs, for the ſaid *Francis Farr*, his Heirs, Executors, Adminiſtrators and Aſſigns; ſubject to a Proviſo in the ſaid Indenture of Releaſe and Mortgage contained, for Redemption of the Premiſſes, on Payment of the Sum of 1350 *l.* Principal Money and Intereſt for the ſame, at the Rate of 5 *l. per Cent. per Annum* by the ſaid *Charles Crew*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Francis Farr*, his Executors, Adminiſtrators or

A Mortgage in Fee recited.

or Aſſigns, at certain Days and Times therein for that Purpoſe limited, and long ſince paſt. And whereas at the Time the ſaid *Charles Crew* purchaſed the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes of and from the ſaid *Luke Leeſon*, and at the Time of the Execution of the ſaid firſt mentioned Indentures of Leaſe and Releaſe and Mortgage, the ſame Premiſſes were ſubject to a Debt or Sum of 3000 *l.* of lawful Money of *Great Britain*, charged thereon by *Matthew Leeſon*, Eſq; deceaſed, in and by his Laſt Will and Teſtament, dated on or about the fifteenth Day of *May* 1722, to be paid to his Truſtees and Executors therein named; and alſo ſubject to a Term of five hundred Years in and by the ſame Will deviſed, limited and appointed by the ſaid *Matthew Leeſon* unto his ſaid Truſtees and Executors therein named, to commence from and immediately after his Deceaſe, in Truſt for raiſing the Sum of 3000 *l.* And whereas the ſaid *Charles Crew* duly made his Laſt Will and Teſtament in Writing, dated on or about the thirteenth Day of the ſaid Month of *May* 1725. and did thereby (among other Things) direct the aforeſaid two ſeveral Sums of 3000 *l.* and 1350 *l.* and all Intereſt then due, or to grow due for the ſame reſpectively, ſhould be paid by his Executors therein after named, by and out of his Perſonal Eſtate, as ſoon as might be after his Deceaſe; and he did thereby deviſe one full third Part of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes unto his then Wife the ſaid *Bethia* (now Wife to the ſaid *Andrew Aſton)* and her Aſſigns, for the Term of her natural Life, and (ſubject to her ſaid Eſtate for Life in the ſaid third Part) he thereby deviſed the ſame Manor, Meſſuages, Lands, Hereditaments and Premiſſes in Manner or to the Effect following, *viz.* One Moiety or Half-Part thereof unto his Son the ſaid *Daniel Crew* and the Heirs of his Body; and for Default of ſuch Heirs, unto his Younger Son *Nathaniel Crew* and his Heirs for ever; and the other Moiety, or Half-Part thereof, unto the ſaid *Nathaniel Crew* and the Heirs of his Body; and for Default of ſuch Heirs, unto the ſaid *Daniel Crew* and his Heirs for ever; and of his ſaid Will he thereby made the ſaid *Bethia* his then Wife, and *Olive Orton* and *Peter Perry* Executors, and ſoon after departed this Life (without revoking or altering his ſaid Will, and leaving his ſaid two Sons, both then Infants, under the Age of twenty-one Years) and ſoon after the Deceaſe of the ſaid *Charles Crew*, his ſaid Executors proved his ſaid Will in the Prerogative Court of *Canterbury*, and took on themſelves the Burden of the Execution thereof; and having ſome Time afterwards raiſed Money out of the Perſonal Eſtate of their ſaid Teſtator ſufficient *(inter alia)* to pay all Intereſt for the ſaid ſeveral Debts or Sums of 1350 *l.* and 3000 *l.* and alſo 1500 *l.* in Part of the ſaid Debt or Sum of 3000 *l.* they the ſaid Executors of the ſaid *Charles Crew* requeſted the ſaid *Francis Farr* to advance and lend the Sum of 1500 *l.* more, (over and above the ſaid 1350 *l.* Principal Money, ſecured to him by his ſaid recited Mortgage) on an Aſſignment of the aforeſaid Term of five hundred Years, and the Premiſſes therein comprized, in order to enable them the ſaid Executors therewith, and with the ſaid 1500 *l.* and other Monies by them raiſed as aforeſaid, wholly to diſcharge the ſaid Debt or Sum of 3000 *l.* ſecured by the ſame Term; to which Requeſt the ſaid *Francis Farr* agreed and lent the ſaid 1500 *l.* for the Purpoſes aforeſaid; and accordingly by Indenture quadrupartite, dated on or about the fifth Day of *April* 1726, and made, or mentioned to be made, between the ſaid three Executors of the ſaid *Charles Crew* of the firſt Part, *Richard Rayne*, Eſq; *Samuel Stanes*, Eſq; *Thomas Tims*, Eſq; and *Valentine Vere*, Eſq; the Truſtees and Executors of the ſaid *Matthew Leeſon*, in whom the ſaid Term of five hundred Years was then veſted, of the ſecond Part, the ſaid *Francis Farr* and *Ezra Eades* (by the Name of *Ezra Eades* of, *&c.* Gent.) of the third Part, and *William Wills* of the fourth Part, reciting as therein is recited, and in Conſideration of the Sum of 1500 *l.* by the ſaid *Francis Farr*, and of the Sum of 1650 *l.* by the ſaid Executors of the ſaid *Charles Crew* paid to the ſaid *Richard Hayne*, *Samuel Stanes*, *Thomas Tims* and *Valentine Vere*, they the ſaid *Richard Hayne*, *Samuel Stanes*, *Thomas Tims* and *Valentine Vere*, (at the Requeſt and by the Direction of the ſaid *Bethia Crew*, *Olive Orton* and *Peter Perry)*, did aſſign the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes unto the ſaid *William Wills*; To hold to him, his Executors, Adminiſtrators and Aſſigns, from thenceforth for all the then Reſidue of the ſaid Term of five hundred Years therein, in Truſt for the ſaid *Francis Farr*, his Executors, Adminiſtrators and Aſſigns, under

And that at the Time of the Mortgage the Premiſſes were charged with a conſiderable Sum under the Will of a former Owner of them, raiſing a Term.

The Will of the Mortgagor recited, who deviſed the Lands, a third to his Wife for Life, and ſubject thereto, to his two Sons by Moieties in Tail, with Croſs Remainders in Fee, and appointed Executors, and died;

and that the Executors paid Part of the Money charged by the former Owner, and the *Ceſtuy que Truſt* of the Mortgage in Fee advanced the reſt, and took an Aſſignment of the Term to his Truſtee.

That Aſſignment recited;

a Proviſo in the ſame Indenture contained, as well for Redemption and Reconveyance of the ſaid Manor, Hereditaments and Premiſſes, and the Fee-ſimple and Inheritance thereof, as alſo for Aſſigning or Surrendering the ſame Premiſſes for all the then Reſidue of the ſaid Term of five hundred Years therein, in Manner therein mentioned, on Payment of the Sum of 2850 *l.* Principal Money and Intereſt for the ſame, at the Rate of 4 *l.* 10 *s.* *per Cent. per Annum* unto the ſaid *Francis Farr*, his Executors, Adminiſtrators or Aſſigns, at certain Days and Times therein for that Purpoſe limited and long ſince paſt. And whereas the ſaid Executors of the ſaid *Charles Crew* did afterwards raiſe and receive the further Sum of 750 *l.* out of his Perſonal Eſtate, and paid the ſame unto the ſaid *Francis Farr*, in Part of his ſaid Principal Debt or Sum of 3850 *l.* whereby the Principal Monies owing to him on his ſaid recited Securities were reduced to the Sum of 2100 *l.* And whereas the ſaid 2100 *l.* Principal Money only now remains due and owing to him the ſaid *Francis Farr* on his ſaid Securities, all Intereſt being paid for the ſame until the Day of the Date hereof. And whereas the ſaid *Daniel Crew* hath ſome Time ſince attained his Age of twenty-one Years, and in *Hilary* Term now laſt paſt they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, have ſuffered a Common Recovery of his the ſame *Daniel Crew*'s undivided Moiety of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes, and have thereby barred and deſtroyed the Eſtate-tail in and by the ſaid Will of the ſaid *Charles Crew*, created or limited of and concerning the ſame Moiety, and all Reverſions and Remainders thereupon expectant or depending; and thereby and by Bargain and Sale duly inrolled in Chancery, (declaring the Uſes of the ſaid Recovery) have ſettled and limited the ſame Moiety, ſo and in ſuch Manner as to impower them to ſell and diſpoſe of the ſame. And whereas the ſaid *Ezra Eades* did lately contract and agree with the ſaid *Daniel Crew*, and *Andrew Aſton* and *Bethia* his Wife, for the abſolute Purchaſe of the Fee-ſimple and Inheritance in Poſſeſſion of the ſaid laſt mentioned Moiety, and of their ſeveral and reſpective Eſtates and Intereſts therein (free from Incumbrances) for the Sum or Price of 3000 *l.* of lawful Money of *Great Britain*. And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the twenty-ninth and thirtieth Days of *April* now laſt paſt, the Releaſe being tripartite, and made, or mentioned to be made, between the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, of the firſt Part, the ſaid *Ezra Eades* of the ſecond Part, and *Zacharia Zeely* the Elder of, *&c.* Merchant, of the third Part; in Purſuance of the ſaid Agreement and for and in Conſideration of the Sum of 1950 *l.* in Part of the ſaid 3000 *l.* Purchaſe-Money, to them the ſaid *Daniel Crew*, and *Andrew Aſton* and *Bethia* his Wife, or ſome or one of them, in the ſame Releaſe mentioned to be paid or ſecured to be paid by the ſaid *Ezra Eades*, and of the farther Sum of 1050 *l.* Reſidue and in full of the ſaid 3000 *l.* Purchaſe-Money, to be paid by the ſaid *Ezra Eades* unto the ſaid *Francis Farr*, in Satisfaction and Diſcharge of one Moiety of the ſaid Debt or Sum of 2100 *l.* ſo due and owing to him the ſaid *Francis Farr* as aforeſaid, and for other the Conſiderations in the ſame Indenture expreſſed, they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, have granted, conveyed, directed, limited and appointed, and by their Direction the ſaid *Ezra Eades* hath granted and releaſed one full and undivided Moiety, or Half-Part, the Whole in two equal Parts to be divided, of all and every the aforeſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Zachariah Zeely*, his Heirs and Aſſigns, to the Uſe and Behoof of the ſaid *Ezra Eades* and *Zachariah Zeely*, and of the Heirs and Aſſigns of the ſaid *Ezra Eades* for ever, in truſt as to the Eſtate of the ſaid *Zachariah Zeely*, for the ſaid *Ezra Eades*, his Heirs and Aſſigns; but ſubject nevertheleſs unto and charged with the ſaid Sum of 1050 *l.* to be paid by the ſaid *Ezra Eades* out of his ſaid 3000 *l.* Purchaſe-Money unto the ſaid *Francis Farr* as aforeſaid, and which ſaid 1050 *l.* he the ſaid *Ezra Eades* did in and by the ſame Releaſe covenant and agree to pay and ſatisfy accordingly unto the ſaid *Francis Farr*, his Executors, Adminiſtrators or Aſſigns, with the Intereſt from thenceforth to grow due for the ſame till Payment thereof; as by the ſaid laſt recited Indentures of Leaſe and Releaſe, Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid *Nathaniel Crew*, who is Tenant in Tail of the other Moiety of the

and that the Executors of the Mortgagor paid a further Sum to the Mortgagee.

And that the Son of the Mortgagor (who is one of the now Covenantors) and his Mother and her Huſband (who now alſo covenants) have ſuffered a Recovery of a Moiety, and declared the Uſe by Bargain and Sale inrolled.

The Agreement for the Purchaſe of a Moiety recited.

And Conveyance of a Moiety of the Mortgage in Fee to Truſtees for that Purpoſe,

ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes, (ſubject to the ſaid Eſtate for Life of the ſaid *Bethia* his Mother in one third Part of the ſame Moiety) is yet an Infant of the Age of eighteen Years, or thereabouts, and it is apprehended that during his Minority the ſaid Debt or Sum of 2100*l.* ſo due and owing to the ſaid *Francis Farr* on Mortgage of the Whole of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes as aforeſaid, cannot be effectually apportioned, ſo and in ſuch Sort as that one Moiety of the ſame Debt or Sum ſhall in all Events remain and ſtand ſolely and abſolutely charged on his the ſaid *Nathaniel Crew*'s Moiety of the ſaid Manor and Premiſſes, and ſo and in ſuch Sort as that the ſaid other Moiety of the ſame Premiſſes, purchaſed by the ſaid *Ezra Eades*, and conveyed as aforeſaid, ſhould and would (in Caſe he had at preſent paid down all the ſaid Purchaſe-Money) be abſolutely and effectually freed and diſcharged of and from the ſaid Whole of the ſaid Debt or Sum of 2100*l.* and therefore it was agreed by and between all the ſaid Parties to theſe Preſents, upon his the ſaid *Ezra Eades*'s Contract for the Purchaſe of the ſaid Moiety ſo to him and his ſaid Truſtee conveyed as aforeſaid, that he the ſaid *Ezra Eades* ſhould only pay down unto them the ſaid *Daniel Crew*, *Andrew Aſton* and *Bethia* his Wife, the Sum of 1350*l.* (in Part of the ſaid 3000*l.* Purchaſe-Money) and to retain in his Hands the Sum of 1650*l.* Reſidue of the ſaid Purchaſe-Money, for ſuch Time and Purpoſes, and ſubject to ſuch Agreements as are herein after in that Behalf mentioned and agreed upon. And whereas in Purſuance of the ſaid laſt mentioned Agreement the ſaid *Ezra Eades* did upon the Execution of the ſaid Conveyances of the ſaid purchaſed Moiety actually paid unto them the ſaid *Daniel Crew*, and *Andrew Aſton* and *Bethia* his Wife, or ſome of them, the ſaid Sum of 1350*l.* in Part of the ſaid 3000*l.* Purchaſe-Money, and in Part of the ſaid Sum of 1950*l.* in and by the ſaid Tripartite Indenture of Releaſe mentioned to be to them, or ſome or one of them paid, or ſecured to be paid by the ſaid *Ezra Eades* at or before the Enſealing and Delivery thereof, the Receipt and Payment of which ſaid Sum of 1350*l.* accordingly they the ſaid *Daniel Crew*, and *Andrew Aſton* and *Bethia* his Wife, do hereby own and acknowledge, ſo that there now only remains in the Hands of him the ſaid *Ezra Eades* the Sum of 1650*l.* (Reſidue of the ſaid Purchaſe-Money, and no more) in which ſaid Sum of 1650*l.* ſo remaining in the Hands of the ſaid *Ezra Eades* as aforeſaid, are included and comprized the ſaid Sum of 1050*l.* which in and by the ſaid laſt mentioned Indenture of Releaſe was agreed to be paid by the ſaid *Ezra Eades* unto the ſaid *Francis Farr*, in Diſcharge of one Moiety of his ſaid Debt of 2100*l.* as aforeſaid, which they the ſaid Parties to theſe Preſents do hereby own and acknowledge. Now this Indenture witneſſeth, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the ſaid *Daniel Crew*, and *Andrew Aſton* and *Bethia* his Wife, do hereby declare, conſent and agree, that the ſaid Sum of 1650*l.* (Reſidue of the ſaid 3000*l.* Purchaſe-Money) ſo remaining in the Hands of the ſaid *Ezra Eades* as aforeſaid, is ſo to remain in the Hands of him, his Heirs, Executors, Adminiſtrators or Aſſigns, at ſuch Intereſt for the ſame in the mean Time as is herein after mentioned, until the ſaid *Nathaniel Crew* ſhall attain his Age of twenty-one Years, or die without Iſſue, which ſhall firſt happen, and then and thereupon the ſaid Sum of 1650*l.* is to be paid and applied by the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators or Aſſigns, in Manner following; that is to ſay, ſo much and ſuch Part thereof as ſhall be ſufficient and neceſſary abſolutely to free and diſcharge the ſaid Moiety, Hereditaments and Premiſſes purchaſed by the ſaid *Ezra Eades* as aforeſaid, of and from the ſaid Debt or Sum of 2100*l.* due and owing to the ſaid *Francis Farr* as aforeſaid, and every Part thereof, and all Intereſt then due for the ſame is to be and ſhall be paid unto him the ſaid *Francis Farr*, his Executors, Adminiſtrators or Aſſigns; and all the then Reſidue thereof, over and above what ſhall be ſo paid to the ſaid *Francis Farr*, his Executors, Adminiſtrators or Aſſigns as aforeſaid, is to be and ſhall be paid unto him the ſaid *Daniel Crew*, his Executors, Adminiſtrators or Aſſigns. And the ſaid *Ezra Eades* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid *Daniel Crew*, his Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, that he the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay,

and that the Tenant in Tail of the other Moiety is a Minor, whereby the Debt due cannot be effectually apportioned;

wherefore it was agreed that the Purchaſor ſhould retain Part of the Purchaſe-Money.

Recital that Part of the Purchaſe-Money is paid,

and what remains behind.

The Agreement of the Vendors as to the Purchaſe-Money remaining unpaid,

how to be applied.

The Purchaſor covenants to pay it accordingly,

or cauſe to be paid, the ſaid Sum of 1650*l.* ſo remaining in his Hands as aforeſaid, and every Part thereof, unto ſuch Perſon or Perſons, and for ſuch Purpoſes, and at ſuch Time or Times, and in ſuch Proportions and Manner, as are herein before in that Behalf mentioned and agreed upon; And further, that in the mean Time and until the ſaid Sum of 1650*l.* ſhall be paid, applied and diſpoſed of as aforeſaid, he the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will pay, or cauſe to be paid, ſuch Intereſt for the ſaid Sum of 1650*l.* and to ſuch Perſons, and in ſuch Manner and Proportions as are herein after mentioned; that is to ſay, unto the ſaid *Francis Farr*, his Executors, Adminiſtrators or Aſſigns, Intereſt for the Sum of 1050*l.* Part of the ſaid Sum of 1650*l.* at the Rate of 4*l.* 10*s.* *per Cent. per Ann.* and the ſaid *Daniel Crew*, his Executors, Adminiſtrators or Aſſigns, Intereſt for the Sum of 600*l.* (Reſidue of the ſaid Sum of 1650*l.* at the Rate of 4*l.* *per Cent. per Ann.* ſuch Intereſt to commence and be accounted from the Day of the Date hereof, and to be paid and payable by equal Half-yearly Payments on the firſt Day of *April* and firſt Day of *October* in every Year, (and ſo in Proportion, and after the reſpective Rates aforeſaid, for any ſhorter or leſſer Time than a Year) free of all Taxes and other Deductions whatſoever, Parliamentary or otherwiſe. And to the End the better and more effectually to ſecure the Payment of the ſaid Sum of 1650*l.* together with ſuch Intereſt for the ſame as aforeſaid, to ſuch Perſons, and at ſuch Time or Times, and in ſuch Proportions and Manner as are herein before in that Behalf mentioned and agreed upon, he the ſaid *Ezra Eades* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid *Daniel Crew*, his Executors, Adminiſtrators and Aſſigns, that the ſaid Moiety, Hereditaments and Premiſſes ſo purchaſed by him the ſaid *Ezra Eades* as aforeſaid, ſhall be a Security for, and ſhall ſtand and be ſubject to and charged and chargeable with the Payment of the ſaid Sum of 1650*l.* and ſuch Intereſt for the ſame as aforeſaid; and he the ſaid *Ezra Eades* doth hereby charge and ſubject the ſame Moiety and Premiſſes with and to the Payment of the ſaid 1650*l.* and ſuch Intereſt for the ſame accordingly. And the ſaid *Andrew Aſton* doth hereby for himſelf and the ſaid *Bethia* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Ezra Eades* and *Daniel Crew*, and each of them, their and each of their Heirs, Executors, Adminiſtrators and Aſſigns, that they the ſaid *Andrew Aſton* and *Bethia* his Wife, and the Guardians for the Time being of the ſaid *Nathaniel Crew*, or ſome of them, ſhall and will from Time to Time during the Life of her the ſaid *Bethia*, and until the ſaid *Nathaniel Crew* ſhall attain his Age of twenty-one Years, or die without Iſſue, pay or cauſe to be paid unto the ſaid *Francis Farr*, his Executors, Adminiſtrators or Aſſigns, Intereſt for one Moiety of the ſaid Debt or Sum of 2100*l.* ſo due and owing to him as aforeſaid, as and when the ſame ſhall become due and payable, and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified them the ſaid *Ezra Eades* and *Daniel Crew*, and each of them, their and each of their Heirs, Executors, Adminiſtrators and Aſſigns, and the ſaid Moiety and Premiſſes ſo purchaſed by the ſaid *Ezra Eades*, and the ſaid Sum of 2000*l.* ſo remaining in his Hands as aforeſaid, and every Part thereof. And whereas by Reaſon of the Infancy of the ſaid *Nathaniel Crew*, his ſaid Moiety or Half-Part of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes cannot at preſent be ſold, or be by him legally and effectually conveyed; yet nevertheleſs upon the Contract of the ſaid *Ezra Eades*, for the Purchaſe of the other Moiety of the ſame Premiſſes, they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, did agree with the ſaid *Ezra Eades*, that his the ſaid *Nathaniel Crew*'s Moiety ſhould, for the Conſiderations herein after mentioned, be ſold and conveyed and aſſured unto him the ſaid *Ezra Eades* in Manner herein after expreſſed, or at leaſt that they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, would uſe their utmoſt Endeavours to procure the ſame Moiety to be ſold, conveyed and aſſured. Now therefore in Purſuance of the ſaid laſt mentioned Agreement, and in Conſideration of the Covenant and Agreement on the Part of the ſaid *Ezra Eades* next herein after contained, they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, do hereby for themſelves, their Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Ezra Eades*, his

and Intereſt in the mean Time,

and that the purchaſed Moiety ſhall ſtand as a Security for the Money retained, and Intereſt.

The Huſband covenants to pay Intereſt for half the Money due.

Recital that the Minor's Part cannot now be ſold, tho' agreed for between theſe Parties, *&c.*

The Vendors covenant to endeavour to procure him, *&c.* to ſell the other Moiety.

Heirs and Aſſigns, that they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, or the Survivors or Survivor of them, ſhall and will within the Space of ſix Kalendar Months after the ſaid *Nathaniel Crew* ſhall attain his Age of twenty-one Years, or die without Iſſue, which ſhall firſt happen, or ſooner (in Caſe the ſame can be legally done) cauſe and procure, or do his, her or their utmoſt Endeavours to procure the ſaid *Nathaniel Crew*, or his Heirs, by good and ſufficient Conveyances and Aſſurances in the Law, to grant, convey and aſſure, or to join with ſuch of them the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, as ſhall be then living, (and be neceſſary Parties to ſuch Conveyances) in granting, conveying and aſſuring the ſaid Moiety or Half-Part of him the ſaid *Nathaniel Crew*, of and in the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes, and all his, her and their ſeveral and reſpective Eſtates and Intereſt therein, unto and to the Uſe of him the ſaid *Ezra Eades*, his Heirs and Aſſigns, or as he or they ſhall direct or appoint, free from all Intails and Incumbrances, and with uſual and reaſonable Covenants, in ſuch Manner as by the ſaid *Ezra Eades*, his Heirs or Aſſigns, or his or their Counſel learned ſhall be reaſonably adviſed, or deviſed and required, in which Conveyances and Aſſurances they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, or ſuch of them as ſhall be then living and ſhall be thereunto required, ſhall and will freely and voluntarily join with him the ſaid *Nathaniel Crew*, or his Heirs. And in Conſideration of the Covenant and Agreement laſt herein before contained, the ſaid *Ezra Eades* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, their Executors and Adminiſtrators, that he the ſaid *Ezra Eades*, his Heirs, Executors or Adminiſtrators, ſhall and will, upon the Sealing, Executing and Perfecting of ſuch Conveyances and Aſſurances as aforeſaid of the ſaid laſt mentioned Moiety of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes, pay, or cauſe to be paid, for and as in full of the Conſideration Money for the Purchaſe of the ſame Moiety, the full Sum of 3300*l.* of lawful Money of *Great Britain*, in the Proportions and Manner following; that is to ſay, the Sum of 150*l.* (Part thereof) unto the ſaid *Daniel Crew*, his Executors, Adminiſtrators or Aſſigns, and the Sum of 3150*l.* (Reſidue thereof unto the ſaid *Nathaniel Crew* and *Andrew Aſton* and *Bethia* his Wife, or ſome or one of them, in ſuch Proportions as they ſhall in that Behalf agree upon) or unto ſuch other Perſon or Perſons as for the Time being ſhall be legally intitled to receive the ſame. And it is hereby agreed by all the ſaid Parties hereto, that the Charges and Expences of ſuch Conveyances as are laſt herein before mentioned (ſave only of any Fine or Recovery which may be neceſſary to be levied or ſuffered thereupon, or in order thereto) ſhall be paid and born by the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators or Aſſigns; but the Charges and Expences of any ſuch Fine or Recoveries as is laſt mentioned (in Caſe any ſuch ſhall be neceſſary) ſhall be paid and born by the Perſon or Perſons levying or ſuffering the ſame; Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe the ſaid laſt mentioned Moiety of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes, ſhall not in Purſuance of the ſaid Agreements herein before in that Behalf contained, be conveyed and aſſured unto and to the Uſe of the ſaid *Ezra Eades*, his Heirs and Aſſigns, or as he or they ſhall direct or appoint within the Space of ſix Calendar Months next after the ſaid *Nathaniel Crew* ſhall attain his Age of twenty-one Years, or die without Iſſue, which ſhall firſt happen as aforeſaid, then and in ſuch Caſe, and at all Times from thenceforth, the ſaid Covenant and Agreement herein before contained on the Part of the ſaid *Ezra Eades* for Payment of the ſaid Sum of 3300*l.* and all other the Agreements herein before contained for the Purchaſe and Conveyance of the ſame Moiety in Manner aforeſaid ſhall ceaſe, determine, and be utterly null and void to all Intents and Purpoſes, any Thing herein before contained to the contrary notwithſtanding. And whereas it hath been agreed by and between all the ſaid Parties to theſe Preſents, that all and every the Deeds, Evidences and Writings in the Schedule here under written mentioned, which concern and relate to the Title of the ſaid Manor, Lands, Hereditaments and Premiſſes, ſhould be delivered to the ſaid *Ezra Eades*, and remain in the Hands and Cuſtody of him and his Heirs and Aſſigns, but to be by

The Purchaſor covenants on Sale of the ſecond Moiety to pay a higher Price certain, than for the former,

and the Charges, except Fine or Recovery.

If the Purchaſe of this laſt Moiety be not made good within a certain Time, the whole Agreement, *&c.* relating to it to be void.

Agreement as to the Cuſtody, and producing of Deeds for Defence of the other Moiety.

by him and them produced in Manner herein after mentioned: Now in Purſuance of the ſaid laſt mentioned Agreement, the ſaid *Ezra Eades* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree to and with the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Daniel Crew*, that he the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will at any Time or Times after he ſhall receive the ſame from the ſaid *Francis Farr*, upon the reaſonable Requeſt of the ſaid *Andrew Aſton* and *Bethia* his Wife, *Daniel Crew* and *Nathaniel Crew*, or any of them, or of ſuch other Perſon or Perſons who for the Time ſhall be Owner or Owners of or legally intitled to the ſaid laſt mentioned Moiety and Premiſſes, (but at the Coſts and Charges of the Perſon or Perſons who ſhall make ſuch Requeſt) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth unto them the ſaid Parties laſt named, or any of them, or ſuch Owner or Owners as aforeſaid, or to his or their Counſel or Counſels, or at any Trial or Hearing in any Court of Law or Equity, or otherwiſe, as Occaſion ſhall be or require, all and every or any of the ſaid Deeds, Evidences and Writings (unleſs hindered or prevented by Fire, or other inevitable Accident) for the Evidencing, Maintaining and Defending the Titles of the ſaid Parties laſt named, or of ſuch Owner or Owners in and to the ſaid laſt mentioned Moiety and Premiſſes, ſo as he the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators or Aſſigns, be not compelled or compellable for the doing thereof to go or travel further than the Cities of *London* and *Weſtminſter*, or one of them. In Witneſs, *&c.*

N° 4. *Articles of Agreement for a Purchaſe of certain Lands at a certain Price, and to make a good Title and Conveyance within a certain Time, and not to cut down Timber,* &c. *in the mean Time. The Purchaſor covenants to pay the Money.*

Articles of Agreement made and agreed upon this fifth Day of May *in the Year of our Lord* 1732. *between* Abel Aſhford *of,* &c. *Eſq; of the one Part, and* Charles Carr *of,* &c. *Eſq; of the other Part.*

Vendor covenants to convey,

Imprimis, The ſaid *Abel Aſhford*, in Conſideration of the Sum of 12000 *l.* to be paid to him by the ſaid *Charles Carr*, purſuant to the Covenant and Agreement of the ſaid *Charles Carr* herein after in that Behalf contained, doth for himſelf and his Heirs covenant and agree with the ſaid *Charles Carr* as follows, *viz.* That he the ſaid *Abel Aſhford*, or his Heirs, ſhall and will before the tenth Day of *Auguſt* now next enſuing, to the good Liking and Satisfaction of the Counſel of the ſaid *Charles Carr*, or his Heirs, make out a good Title to, and (by ſuch good and ſufficient Conveyances and Aſſurances in the Law, with reaſonable Covenants as the ſaid Counſel of the ſaid *Charles Carr* or his Heirs ſhall adviſe) convey and aſſure, or cauſe to be conveyed and aſſured in Poſſeſſion unto the ſaid *Charles Carr* and his Heirs, or unto ſuch Perſon or Perſons as he or they ſhall in that Behalf nominate or appoint, free from Incumbrances, (except ſome Fee Farm or other Rents not exceeding the yearly Sum of 3 *l.* payable out of the Manor, Lands and Hereditaments herein after mentioned, or ſome Part thereof) all that the Manor of *Darton*, with the Appurtenances, in the County of *Eſſex*, and all that Capital Meſſuage, with the Appurtenances, called *Darton* in the ſame County, and all Meſſuages, Farms, Lands, Tenements, Rents and Hereditaments whatſoever to the ſaid Manor and Capital Meſſuage, or either of them, belonging or therewith uſed, or reputed as Part thereof; and all other the Manors, Meſſuages, Lands, Tenements, Rents and Hereditaments whatſoever of him the ſaid *Abel Aſhford*, or whereof or wherein he the ſaid *Abel*, or any Perſon or Perſons in Truſt for him, have or hath any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate and being in or near the Pariſhes or Places of *Darton* and *Freuley*, or either of them, in the ſaid County of *Eſſex*, which ſaid Manor, Capital Meſſuage, Lands and Hereditaments are now of the yearly Value of 440 *l.* and alſo that he the ſaid *Abel Aſhford* ſhall not nor will in the mean Time cut down any Timber or Trees, or commit any Strip, Waſte or Spoil whatſoever in or upon the

not to commit Waſte.

the Premiſſes, or any Part thereof, nor ſhall or will grant any new Leaſes of the Premiſſes, or any Part thereof, without the Privity and Conſent of the ſaid *Charles Carr*, or his Heirs.

Item, The ſaid *Charles Carr*, in Conſideration of the Covenant and Agreement herein before contained on the Part of the ſaid *Abel Aſhford*, doth hereby for himſelf and Heirs covenant and agree with the ſaid *Abel Aſhford*, that he the ſaid *Charles Carr*, his Heirs, Executors or Adminiſtrators, ſhall and will upon making and executing ſuch Conveyances and Aſſurances as aforeſaid pay, or cauſe to be paid unto the ſaid *Abel Aſhford*, his Heirs, Executors or Adminiſtrators, the Sum of 12000 *l.* of lawful Money of *Great Britain*, as and for, and in full for the abſolute Purchaſe of the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes. In witneſs, *&c.*

Purchaſor covenants to pay the Money.

A Deed of Covenants by a Vendor to a Purchaſor of a Manor, &c. N° 5.

which was comprized in the Vendor's Marriage-Articles, but which he had a Power to ſell, ſettling an Equivalent; the Equivalent has been ſettled accordingly; but to indemnify the Purchaſor, his Wife and Iſſue, the Vendor agrees to pay off a Mortgage affecting the Equivalent, and covenants not to charge beyond a certain leſſer Sum, and releaſes a Power which he had to charge more.

THIS Indenture tripartite, made the ſeventeenth Day of *April Anno Domini* 1731. and in the fourth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God of *Great Britain*, *France* and *Ireland*, King, Defender of the Faith, and ſo forth, between *Andrew Adford* of, *&c.* Eſq; and *Barbara Adford* his Wife, of the firſt Part; *Charles Adford* of, *&c.* Eſq; and *David Darcke* of, *&c.* Eſq; of the ſecond Part; and *Edward Enley* of, *&c.* Eſq; of the third Part. Whereas in and by certain Articles of Agreement, dated the twenty-ſixth Day of *Auguſt*, which was in the Year of our Lord 1717. and made or mentioned to be made between *Frances Adford* Widow, the ſaid *Charles Adford* and the ſaid *Andrew Adford*, of the one Part; and the ſaid *David Darcke*, Guardian of the ſaid *Barbara Adford*, (then *Barbara Bray*, Spinſter) ſole Daughter and Heir of *George Bray*, Eſq; deceaſed, and her the ſaid *Barbara* and *Hannah Hill*, of the other Part; made and entered into previous and in order to the Marriage then intended, and which was ſoon after had and ſolemnized between the ſaid *Andrew Adford* and the ſaid *Barbara* his now Wife, who was then an Infant of the Age of twenty Years, or thereabouts, reciting (among other Things) that the ſaid *Andrew Adford* was ſeiſed in Fee of ſeveral Farms, Lands and Hereditaments therein mentioned in the Counties of *Kent* and *Middleſex*, and that the ſaid *Barbara* was alſo ſeiſed in Poſſeſſion of (among other Lands and Hereditaments therein mentioned) the Manor of *Lenton*, and of a Farm and ſeveral Lands, Tenements and Hereditaments in *Lenton* in the ſaid County of *Norfolk*, and that the ſaid *Barbara* was intitled to (among other Reverſionary Lands and Hereditaments therein mentioned in the ſaid County of *Norfolk*, and in the County of *Oxon)* the Reverſion in Fee after the Deceaſe of *Prudence* the then Wife of *Richard Rial*, Gent. of and in a Farm, Lands and Hereditaments, called *Quenton*, ſituate, lying and being in or near *Smeaton* in the ſaid County of *Norfolk*, and alſo to the Reverſion in Fee after the Deceaſe of *Thiſbe Tate* Widow, of and in a Farm, Lands and Hereditaments called *Vintry*, ſituate, lying and being in *Winford* in the ſaid County of *Norfolk*, it was thereby agreed (among other Things) to the Effect following, *viz.* That as well the Manors, Meſſuages, Lands, Tenements and Hereditaments of the ſaid *Andrew Adford* and *Barbara* his now Wife (then *Barbara Bray)* in Poſſeſſion, as alſo of both of them in Reverſion (except ſuch of the Lands, Tenements and Hereditaments of the ſaid *Andrew Adford* as are therein excepted) together with other Lands, Tenements or Hereditaments of the full yearly Value of 500 *l.* thereby agreed to be purchaſed by the ſaid *Andrew Adford*, (as ſoon after the Solemnization of

Articles made previous to the Marriage of the now Covenantor and his Wife (the firſt Parties) recited,

by which it was recited, that each of them was ſeiſed of and intitled to ſeveral Freeholds and Reverſions,

and agreed that the ſame (ſome excepted) ſhould with other Lands of a certain Value be ſettled,

of the ſaid then intended Marriage as might be) ſhould be conveyed, ſettled and aſſured, to the ſeveral Uſes, Intents and Purpoſes, or to the Effect following, *viz.*

to the Uſe of the Huſband for Life *ſans* Waſte, then to Truſtees for a Term to pay the Wife certain Rents out of Parts of the Premiſſes for Life in Bar of Dower.

To the Uſe of the ſaid *Andrew Adford* for his Life, without Impeachment of Waſte, and from and after his Deceaſe, to Truſtees to be named by the ſaid *David Darcke*, and to their Executors for the Term of ninety-nine Years, upon Truſt to ſecure, raiſe and pay unto the ſaid *Barbara* and her Aſſigns the ſeveral Rent-Charges of 500 *l.* and 500 *l. per Ann.* therein mentioned out of divers Parts and Parcels of the Premiſſes thereby agreed to be charged therewith reſpectively for her Life, at the Times and in the Manner therein before expreſſed, in Bar of Dower; and ſubject to the ſaid ſeveral Rent-Charges of 500 *l. per Ann.* and 500 *l. per Ann.* as for and concerning the Overplus of the ſaid Truſt-Eſtate, and alſo as for and concerning all the Reſt and Reſidue of the ſaid Manors, Lands, Tenements and Hereditaments from and after the Expiration or other ſooner Determination of the ſaid Eſtate for ninety-nine Years, to the Uſe of the firſt, ſecond, third, fourth, fifth, ſixth, ſeventh, and every other Son and Sons of the ſaid *Andrew Adford* on the Body of the ſaid *Barbara* to be begotten in Tail Male, with uſual Clauſes for ſupporting and preſerving Contingent Remainders; and in Default of ſuch Iſſue Male, then as to all the ſaid Manors, Lands, Tenements and Hereditaments therein before mentioned, which did come or ſhould hereafter come by the ſaid *Barbara*, the ſame ſhould be to the Uſe and Behoof of the Daughter and Daughters of the ſaid *Andrew Adford* on the Body of the ſaid *Barbara* to be begotten, and of the Heirs of the ſeveral Bodies of ſuch Daughter and Daughters lawfully to be begotten; and in Caſe there ſhould be neither Son nor Daughter of the ſaid *Andrew Adford* on the Body of the ſaid *Barbara* to be begotten, then the ſaid Manors, Lands, Tenements and Hereditaments of the ſaid *Barbara* ſhould be to the Uſe and Behoof of the ſaid *Barbara* and the Heirs of her Body, Remainder to the right Heirs of the ſaid *Andrew Adford*; in which ſaid Settlement ſhould be inſerted ſuch Clauſes, Proviſoes and Powers, as in the ſaid Articles were in that Behalf mentioned or referred to.

to her Lands to the Daughters in Tail, Remainder to her in Tail, Remainder to the right Heirs of the Huſband;

And it was agreed that Part of the Premiſſes might be diſcharged from the Truſts,

And in and by the ſaid Articles it was mutually agreed by and between all the Parties thereto, that in Caſe it ſhould at any Time then after during the Life-time of the ſaid *Andrew Adford* be found more convenient or beneficial to diſcharge all or any Part of the Manors, Lands, Tenements and Hereditaments therein before mentioned to be ſituate in the Counties of *Norfolk* and *Oxon*, or either of them, from the Truſts, Uſes, Limitations and Eſtates therein before mentioned concerning them; and to purchaſe other Lands, Tenements and Hereditaments of the like Value, contiguous to the Eſtate of the ſaid *Andrew Adford*;

and with the Conſent of the Truſtees other Lands might be ſettled in Lieu of the former,

that then and in ſuch Caſe if the ſaid *Andrew Adford*, with the Conſent and Approbation of the ſaid *David Darcke*, his Executors or Adminiſtrators, ſhould purchaſe other Freehold Lands, Tenements and Hereditaments of the like or greater Value than thoſe *Norfolk* or *Oxon* Eſtates, and ſhould with the like Conſent and Approbation of the ſaid *David Darcke*, his Executors or Adminiſtrators, well and ſufficiently ſettle and ſecure the ſame Lands, Tenements and Hereditaments ſo to be purchaſed as aforeſaid, to, for and upon the like Perſons, Uſes, Limitations and Eſtates as were therein before declared, limited and appointed to be ſettled of the *Norfolk* and *Oxon* Eſtates, that then the ſaid *Norfolk* and *Oxon* Eſtates ſhould be diſcharged of the ſaid ſeveral Uſes, Truſts, Limitations and Eſtates therein before mentioned;

and that the Huſband might diſpoſe of them.

and the ſaid *Andrew Adford* ſhould and might have full Power and Authority to charge, ſell, or otherwiſe diſpoſe of the ſaid *Norfolk* and *Oxon* Eſtates, or ſo much of them as he ſhould ſo ſettle an Equivalent for as aforeſaid, to ſuch Uſes, Intents and Purpoſes as he ſhould think fit.

Indentures of Leaſe,

Releaſe and Settlement recited,

And whereas by Indentures of Leaſe and Releaſe and Settlement, bearing Date reſpectively the twenty-ſixth and twenty-ſeventh Days of *July*, which was in the Year of our Lord 1729. the Releaſe and Settlement being tripartite, and made or mentioned to be made between the ſaid *Andrew Adford* and *Barbara* his Wife of the firſt Part; the ſaid *Charles Adford* and *David Darcke* of the ſecond Part; and *Yarley Adford*, Eſq; (Brother of the ſaid *Charles Adford* and *Andrew Adford*) and *Abel Aſh*, of, *&c.* Eſq; of the third Part; reciting (among other Things)

by which the Articles were recited, and that the Huſband with

the ſaid herein before recited Articles; and that ſince the Date of the ſame Articles and Solemnization of the ſaid Marriage between the ſaid *Andrew Adford* and *Barbara* his Wife, the ſaid *Andrew Adford*, in Performance of the ſaid Articles, with the Conſent

ſent and Approbation of the ſaid *David Darcke*, had purchaſed the ſeveral Eſtates therein after mentioned, and particularly (among divers other Manors, Lands and Hereditaments in the ſaid County of *Kent*, of the ſeveral yearly Values therein mentioned) the Manor of *Bunton*, with its Rights, Members and Appurtenances in the ſaid County of *Kent*, of the yearly Value of 600 *l.* or thereabouts, and had alſo paid off and diſcharged Debts of the ſaid *George Bray*, which were chargeable upon the Manor of *Carton* therein above mentioned, to the Amount of 3000 *l.* and upwards, all which were more in Value than 500 *l. per Ann.* (which the ſaid *Andrew Adford* by the ſaid Articles was obliged to purchaſe) and more than equivalent for the ſaid Manor of *Lenton*, and for *Vintry* and *Quenton* therein and herein before mentioned, the which were thereby agreed to be, and by the Indentures of Leaſe and Releaſe therein mentioned, and next herein after recited, were conveyed to *Daniel Dixon* of, *&c.* Gent. and *Edmund Exon* of, *&c.* Gent. in Truſt for the ſaid *Andrew Adford* and his Heirs; they the ſaid *Andrew Adford* and *Barbara* his Wife, for the Conſiderations in the ſaid Indentures of Leaſe and Releaſe and Settlement mentioned, did grant, releaſe and convey unto the ſaid *Charles Adford* and *David Darcke*, and their Heirs, (among divers other Manors, Meſſuages, Lands and Hereditaments, as well of the ſaid *Andrew Adford* as of the ſaid *Barbara* his Wife in the ſame Indentures particularly mentioned and deſcribed) the ſaid Manor or Lordſhip of *Bunton*, with the Rights, Members and Appurtenances thereunto belonging in the ſaid County of *Kent*, therein mentioned to be then lately purchaſed by the ſaid *Andrew Adford* of *Francis Fenn*, Eſq; *George Gill*, Eſq; and Mrs. *Herne*, their Truſtees, and all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever of them the ſaid *Andrew Adford* and *Barbara* his Wife, and each of them within the ſaid ſeveral Counties of *Norfolk*, *Kent*, *Oxen* or *Middleſex*, or any or either of them, except the ſaid Manor of *Lenton*, with its Appurtenances, and the ſaid Farms called *Vintry* and *Quenton*, with their and each of their Appurtenances in the ſaid County of *Norfolk*; To hold the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, (except before excepted) unto the ſaid *Charles Adford* and *Daniel Darcke*, their Heirs and Aſſigns, to the ſeveral Uſes, Intents and Purpoſes therein after mentioned and declared concerning the ſame reſpectively; and particularly the ſaid Manor or Lordſhip of *Bunton*, with its Rights, Members and Appurtenances, were in and by the ſaid Indenture of Settlement limited to the like Uſes, Intents and Purpoſes, for the Benefit of the ſaid *Andrew Adford* and *Barbara* his Wife, and their Children and Iſſue, and the Heirs of her Body, with the laſt Remainder in Fee to the ſaid *Andrew Adford* and his Heirs, as in and by the ſaid Articles were mentioned and agreed upon, of and concerning the ſaid Manor of *Lenton*, with its Rights, Members and Appurtenances, and the ſaid Reverſionary Eſtates in the ſaid ſeveral Farms called *Vintry* and *Quenton*, and in Lieu of and as an Equivalent and full Satisfaction for the ſame Manor and Farms; in and by which ſaid Indenture of Releaſe and Settlement it was (among other Things) provided, declared and agreed by and between all the ſaid Parties thereto, that it ſhould and might be lawful to and for the ſaid *Andrew Adford* to continue the Mortgage of 6000 *l.* then and yet exiſting and charged upon the ſaid Manor of *Bunton* by Indenture Quadrupartite, bearing Date the ſeventh Day of *April* in the Year of our Lord 1724. and made or mentioned to be made between the ſaid *Andrew Adford* of the firſt Part, Dame *Jane Kyte*, then Wife of Sir *Leonard Kyte*, Bart. and Niece of *Martin Mann*, Eſq; deceaſed, of the ſecond Part, *Nathaniel Mann*, Eſq; of the third Part, and *Olive Ord* and *Peter Pimm*, Eſquires, of the fourth Part, purporting to be a Bargain and Sale of the ſaid Manor of *Bunton*, with its Appurtenances, to the ſaid *Olive Ord* and *Peter Pimm*, for the Term of five Hundred Years for ſecuring the Repayment of 6000 *l.* and Intereſt to the ſaid *Olive Ord* and *Peter Pimm*, their Executors, Adminiſtrators and Aſſigns, as Truſtees for the ſaid Dame *Jane Kyte*; and that in Caſe the ſaid *Andrew Adford* ſhould at any Time thenafter during his Life pay off and diſcharge the ſame, that then and in ſuch Caſe it ſhould and might be lawful to and for the ſaid *Andrew Adford*, by any Deed or Deeds in Writing under his Hand and Seal, or by his laſt Will and Teſtament under his Hand and Seal, to be by him ſealed and ſubſcribed in the Preſence of two or more credible Witneſſes, to charge the ſaid Manor of *Bunton*, with its Appurtenances,

Approbation of the Truſtee had bought an Eſtate of greater Value than he was obliged to purchaſe, and had paid Debts affecting the Wife's Eſtate, more than equivalent for a certain Manor, *&c.* ſettled; and the Huſband and Wife thereby conveyed the newly purchaſed Lands, and other Lands in certain Counties, except the certain Manor, *&c.* to Truſtees to Uſes in Purſuance of the Articles; and it was declared that the Huſband might continue a Mortgage on the new purchaſed Manor, or if he paid it off, that he might charge the ſame Premiſſes with the like Sum.

tenances, or any Part thereof, with the like Sum of 6000 *l.* in such Manner and to and for such Use and Uses as he should think fit. And whereas by other Indentures of Lease and Release, bearing Date respectively the said twenty-sixth and twenty-seventh Days of *July* in the said Year of our Lord 1729. and made or mentioned to be made between the said *Andrew Adford* and *Barbara* his Wife of the first Part, the said *Charles Adford* and *David Darcke* of the second Part, and the said *Daniel Dixon* and *Edmund Exon* of the third Part, reciting in Part (among other Things) the said herein before recited Articles; and that by Indenture quadripartite, bearing Date the fourth Day of *June* in the Year of our Lord 1718. and Fine and Recovery levied and suffered by the said *Andrew Adford* and *Barbara* his Wife in *Easter* Term in the same Year, the said Manor of *Lenton* was vested and settled in and upon the said *David Darcke* and *Charles Adford*, and their Heirs, upon Trust and for the Benefit of such Person and Persons, and for such Uses, Estates, Intents and Purposes, as the said *Andrew Adford* and *Barbara* his Wife, or the Survivor of them, by any Deed or Writing, or by the last Will and Testament of the Survivor of them, should be directed and appointed; and that the said *Andrew Adford* had with his own Money, with the Consent and Approbation of the said *David Darcke*, purchased several Lands, Tenements and Hereditaments in the said County of *Kent*, contiguous or near adjoining to the Manors, Lands, Tenements and Hereditaments agreed by his said Marriage-Articles to be settled as therein is mentioned, and of a greater Value than the said *Norfolk* Estate, above and therein after particularly mentioned, and had, with the Approbation of the said *David Darcke*, sufficiently settled and secured the same, to the Uses, Intents and Purposes mentioned and expressed in his said Marriage-Articles, and was therefore desirous to have a Conveyance of the said *Norfolk* Estates in exchange for the same; It was witnessed, and the said *David Darcke* and *Charles Adford*, in Consideration of the Settlement so made by the said *Andrew Adford* as aforesaid, and for other the Considerations in the said last mentioned Indentures of Lease and Release expressed, (by and with the Consent and Approbation, and the Direction and Appointment of the said *Andrew Adford* and *Barbara* his Wife, testified as therein is mentioned) did bargain, sell, release and convey unto the said *Daniel Dixon* and *Edmund Exon*, and their Heirs, the said Manor or Lordship of *Lenton*, with the Appurtenances, and all Messuages, Lands, Tenements, Rents, Royalties and Hereditaments thereto belonging or appertaining, or therewith used or enjoyed, or reputed as Part thereof; To hold the same unto and to the Use of them the said *Daniel Dixon* and *Edmund Exon*, their Heirs and Assigns, in Trust for the said *Andrew Adford*, his Heirs and Assigns; and in and by the same Indentures and Fine in the same Release covenanted to be levied, the said *Andrew Adford* and *Barbara* his Wife, in Pursuance and by Virtue of the Power reserved to them in and by the said Marriage-Articles, and in Consideration of the said Settlement so made by the said *Andrew Adford* as aforesaid, and for other the Considerations in the same Indentures mentioned, did grant, release and convey unto the said *Daniel Dixon* and *Edmund Exon*, and their Heirs, all their Reversions and Inheritance expectant upon the respective Deaths of the said *Prudence Rial* and *Thisbe Tate*, of and in the said Farms called *Quenton* and *Vintry* respectively, and of and in all Messuages, Lands and Hereditaments, to the same Farms respectively belonging or appertaining; To hold the same unto and to the Use of them the said *Daniel Dixon* and *Edmund Exon*, their Heirs and Assigns, in Trust for the said *Andrew Adford*, his Heirs and Assigns. And whereas by Indentures of Lease and Release, and Bargain and Sale inrolled, or intended to be inrolled in the High Court of Chancery, the Lease bearing Date the Day next before the Day of the Date hereof, and Bargain and Sale bearing even Date herewith, in Consideration of the Sum of 7000 *l.* of lawful Money of *Great Britain*, in the same Release and Bargain and Sale mentioned to be paid by the said *Edward Enley* to the said *Andrew Adford*, and for other the Considerations in the same Indentures expressed, the said *Andrew Adford*, and at his Request, and by his Direction and Appointment, the said *Daniel Dixon* and *Edmund Exon* his Trustees, have absolutely conveyed and assured the said Manor of *Lenton*, and all Messuages, Farms, Mills, Lands, Tenements, Rents, Royalties and Hereditaments whatsoever thereunto belonging or appertaining, or therewith used or enjoyed, or reputed as Part thereof, (by the Descriptions in the said Indentures

Other Indentures of Lease and Release recited;

by which it was (*inter alia*) recited, that the Husband had purchased other Lands to be settled more than an Equivalent for the certain excepted Manor, &c.

and his Trustees, with Consent of him and his Wife, conveyed the excepted Manor,

in Trust for him in Fee; and he and his Wife by these Indentures and Fine conveyed other excepted Premisses to these Trustees,

in Trust for the Husband in Fee.

Indentures of Lease, Release and Bargain and Sale inrolled recited, by which he and the last Trustees sold the excepted Manor to a Purchasor Party to this Deed.

tures in that Behalf mentioned) with their reſpective Appurtenances, unto and to the Uſe and Behoof of him the ſaid *Edward Enley*, and of his Heirs and Aſſigns for ever, as by the ſaid Articles, and the ſaid ſeveral recited Indentures, Fine and Recovery, Relation being thereunto reſpectively had, may more fully appear. And whereas upon the Treaty between the ſaid *Edward Enley* and *Andrew Adford*, for and concerning his the ſaid *Edward Enley*'s Purchaſe of the ſaid Manor of *Lenton*, and other the Premiſſes ſo to him conveyed and aſſured as aforeſaid, it was objected and inſiſted upon by and on the Behalf of the ſaid *Edward Enley*, that as the ſaid Manor of *Bunton*, with the Appurtenances, (ſo purchaſed and ſettled by the ſaid *Andrew Adford* as aforeſaid) is now in Mortgage for the ſaid Sum of 6000 *l.* which the ſaid *Andrew Adford* is impowered either to continue thereon, or (in caſe he pay off the ſame) to charge afreſh the like Sum of 6000 *l.* on the ſame Manor and Premiſſes, it was therefore doubtful whether the ſaid *Edward Enley* could be ſafe in the Purchaſe of the ſaid Manor of *Lenton*, with the Appurtenances, or whether the ſaid Manor of *Bunton*, with the Appurtenances, (under ſuch Incumbrances as aforeſaid) was of the like or greater Value as, or could be deemed (according to the true Intent and Meaning of the ſaid recited Articles, and of the Parties thereto) to be an Equivalent and full Satisfaction for the ſaid Manor of *Lenton*, and the ſaid ſeveral Farms called *Vintry* and *Quenton*, with their reſpective Appurtenances ſo conveyed unto and to the Uſe of the ſaid *Daniel Dixon* and *Edmund Exon*, their Heirs and Aſſigns, in Truſt for the ſaid *Andrew Adford*, his Heirs and Aſſigns as aforeſaid; and therefore to obviate the ſaid Objection, and to render the ſaid *Edward Enley* eaſy and ſafe in his ſaid Purchaſe, the ſaid *Andrew Adford* did offer and propoſe, and promiſe and agree, to and with the ſaid *Edward Enley*, within the Space of one Year now next enſuing, to pay off and diſcharge the ſaid Sum of 6000 *l.* now due on the ſaid Mortgage of the ſaid Manor of *Bunton*, with the Appurtenances, and all Intereſt in Arrear for the ſame, and not again to charge the ſame Manor and Premiſſes, or any Part thereof, with any Sum or Sums of Money above or exceeding the Sum of 4000 *l.* to which ſaid Offer and Propoſal the ſaid *Edward Enley* did conſent and agree. Now therefore this Indenture witneſſeth, That in Conſideration of the Premiſſes, and in Purſuance of the ſaid Offer and Propoſal, and to the End to remove the ſaid Objection ſo made as aforeſaid, and alſo that the ſaid *Barbara Adford* and her Children and Iſſue by him the ſaid *Andrew Adford*, and the Heirs of the Body of her the ſaid *Barbara*, may at all Times from and after the Deceaſe of him the ſaid *Andrew Adford*, according to the true Intent and Meaning of the ſaid recited Articles, have, receive and enjoy a full and ample Equivalent and Satisfaction for the ſaid Manor of *Lenton*, and the ſaid Farms called *Vintry* and *Quenton*, with their Appurtenances; He the ſaid *Andrew Adford* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Charles Adford*, *David Darcke* and *Edward Enley*, and each of them, their and each of their Heirs, Executors and Adminiſtrators, in Manner following; (that is to ſay) That he the ſaid *Andrew Adford*, his Heirs, Executors or Adminiſtrators, ſhall and will at his and their own Coſts and Charges, and with his or their own Monies, within the Space of one Year now next enſuing, well and truly pay off and diſcharge the ſaid whole Sum of 6000 *l.* Principal Money, now due and owing upon the ſaid Mortgage of the ſaid Manor of *Bunton*, with the Appurtenances, and all Intereſt then in Arrear for the ſame, and cauſe or procure the ſaid Term of five hundred Years to be aſſigned to Truſtees to be for that Purpoſe named, in Truſt in the firſt Place to raiſe and ſecure any ſuch Sum or Sums of Money (not exceeding in the Whole the Sum of 4000 *l.* and Intereſt for the ſame) as he the ſaid *Andrew Adford* ſhall at any Time or Times hereafter during his Life, by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, for that Purpoſe direct or appoint; and (ſubject thereto) in Truſt to attend, and wait upon and be ſubſervient to the ſeveral Uſes, Truſts, Intents and Purpoſes in and by the ſaid firſt recited Indenture of the twenty-ſeventh of *July* 1729, mentioned and declared of and concerning the ſame Premiſſes. And further, that he the ſaid *Andrew Adford* ſhall not nor will at any Time or Times hereafter charge, or ſubject, or exerciſe, or make Uſe of the ſaid recited Power (to him in and by the ſaid recited Settlement reſerved and given) to charge or ſubject the ſame

An Objection made upon this Sale as to the Value of the Equivalent, &c. recited, and an Agreement thereupon,

that the Vendor (the Huſband) ſhould pay off the Mortgage which affected the Manor ſettled in Lieu of the excepted Manor, &c. and not again to charge above a certain leſſer Sum. The Covenant to that Effect;

Manor and Premiſſes, or any Part thereof, with or to the Payment thereout of any Sum or Sums of Money whatſoever above or exceeding the Sum of 4000 *l.* unto or for the Benefit of any Perſon or Perſons, or for any Intent or Purpoſe whatſoever. And for the Conſiderations, Intents and Purpoſes aforeſaid, the ſaid *Andrew Adford* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, abſolutely remiſe, releaſe, relinquiſh, and from henceforth for ever diſcharge and diſclaim the ſaid recited Power, and all and every other Power and Powers to him in and by the ſaid recited Settlement, or otherwiſe ſerved or given for charging or ſubjecting the ſaid Manor of *Bunton*, with the Appurtenances, or any Part thereof, with or to the Payment thereout of any Sum or Sums of Money whatſoever above or exceeding the ſaid Sum of 4000 *l.* unto or for the Benefit of any Perſon or Perſons, or for any Intent or Purpoſe whatſoever. And the ſaid *Andrew Adford* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe and agree to and with the ſaid *Edward Enley*, his Heirs and Aſſigns, that he the ſaid *Andrew Adford*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will at any Time or Times hereafter, at the Requeſt and Charges of the ſaid *Edward Enley*, his Heirs or Aſſigns, (unleſs hindered or prevented by Fire, or other inevitable Accident) produce and ſhew forth, or cauſe to be produced and ſhewn forth unto the ſaid *Edward Enley*, his Heirs and Aſſigns, or to his or their Agents or Counſel, or at any Trial or Hearing in any Court of Law or Equity, or otherwiſe as Occaſion ſhall be and require, the ſaid recited Articles of the ſaid twenty-ſixth Day of *Auguſt* 1717, and the ſaid firſt recited Indentures of Leaſe and Releaſe and Settlement of the ſaid twenty-ſixth and twenty-ſeventh Days of *July* 1729, every or any of them, for the better evidencing, proving, maintaining and defending the Right and Title of him the ſaid *Edward Enley*, his Heirs and Aſſigns, in and to the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments and Premiſſes ſo to him and them conveyed as aforeſaid, every or any Part thereof. In Witneſs, *&c.*

and a Releaſe of the Power to charge the Equivalent] Manor, *&c.*

above the leſſer Sum laſt ſtipulated. Covenant to produce certain Deeds.

N° 6. *Articles for the Purchaſe of Freehold and Copyhold within a certain Time, and to make a good Title, Part of the Money being now paid: And if a good Title cannot be made, the Premiſſes to ſtand as a Security for the Money now advanced.*

Articles of Agreement indented, made, concluded and agreed upon this twenty-fourth Day of July 1733, *between* Anne Arnley *of* Barton *in the County of* Dorſet, *Widow, and* Charles Carr *of* Eſſex-Street *in the* Strand *in the County of* Middleſex, *Eſq; of the one Part, and* Francis Ferne *of* Gulford *in the County of* Hants, *Clothier, of the other Part, as follows.*

The Vendors covenant to convey,

IMprimis, The ſaid *Anne Arnley* and *Charles Carr*, in Conſideration of the Covenant and Agreement herein after contained on the Part and Behalf of the ſaid *Francis Ferne*, do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, covenant, grant and agree to and with the ſaid *Francis Ferne*, his Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following, *viz.* That they the ſaid *Anne Arnley* and *Charles Carr*, or their Heirs, ſhall and will on or before the Feaſt-Day of St. *Michael* the Archangel next enſuing the Date hereof, to the good Liking of the ſaid *Francis Ferne*, his Heirs or Aſſigns, or his or their Counſel, make out a good Title unto and by ſuch good and ſufficient Conveyances and Aſſurances in the Law, with reaſonable Covenants, as he the ſaid *Francis Ferne*, his Heirs or Aſſigns, or his or their Counſel ſhall adviſe and approve of, effectually convey and aſſure, or cauſe to be conveyed and aſſured unto and to the Uſe of the ſaid *Francis Ferne*, his Heirs and Aſſigns, or to ſuch Perſon or Perſons as he or they ſhall in that Behalf nominate and appoint, free from Incumbrances, all that the Manor or Lordſhip of *Hillton*, with its Rights, Royalties and Appurtenances in the ſaid County of *Hants*, and all that Capital Meſſuage, with the Appurtenances in *Hillton* aforeſaid, and

free from Incumbrances.

The Parcels.

all Meſſuages, Houſes, Gardens, Lands, Meadows, Paſtures, Woods, Hereditaments and Appurtenances whatſoever to the ſaid Manor or Capital Meſſuage, or either of them belonging, or therewith uſed, or reputed as Part, Parcel or Member of them, or either of them; and all thoſe the Demeſne Lands of the ſame Manor, and all the Rents of Aſſiſe, and other Rents and Heriots due or payable within the ſaid Manor, and all thoſe Coppices and Underwoods in *Hillton* aforeſaid, called the *Kernes* and *Kapeſtall*, and all other the Meſſuages, Lands and Hereditaments whatſoever of them the ſaid *Anne Arnley* and *Charles Carr*, or either of them, or of any Perſon or Perſons in Truſt for them, or either of them, in or near *Hillton* aforeſaid in the ſaid County of *Hants*, with their Appurtenances; and alſo that he the ſaid *Francis Ferne* ſhall and may forthwith enter into and upon the ſaid Premiſſes, and receive, take and enjoy to his own Uſe, all the Rents, Iſſues and Profits thereof, which from *Lady-day* now laſt paſt are grown due, or ſhall grow due or payable; and alſo all Fines for Renewals of Leaſes of the Premiſſes, and for Admittances to Copyhold Eſtates holden of the ſaid Manor, which ſince *Lady-day* now laſt paſt have dropt or fallen in, or become due or payable, or which ſhall drop or fall in, or become due or payable by the Death of any Perſon or Perſons for whoſe Life or Lives ſuch Leaſes or Copyhold Eſtates are or were holden, or otherwiſe in reſpect of the Premiſſes, or any Part thereof.

The Purchaſor covenants to pay the Money.

Item, The ſaid *Francis Ferne*, in Conſideration of the Premiſſes, and of the Covenants and Agreements herein before contained on the Part and Behalf of the ſaid *Anne Arnley* and *Charles Carr*, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Anne Arnley* and *Charles Carr*, their Heirs, Executors or Adminiſtrators, that he the ſaid *Francis Ferne*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Anne Arnley* and *Charles Carr*, or one of them, their or one of their Heirs, Executors or Adminiſtrators, for the full and abſolute Purchaſe of the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes, the Sum of 6500 *l.* of lawful Money of *Great Britain*, in the Proportions and Manner following; (that is to ſay) 500 *l.* Part thereof, at the Time of executing theſe Preſents, and which he the ſaid *Francis Ferne* hath accordingly paid, the Receipt whereof they the ſaid *Anne Arnley* and *Charles Carr* do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Francis Ferne*, his Heirs, Executors, Adminiſtrators and Aſſigns for ever by theſe Preſents, and the Sum of 6000 *l.* Reſidue of the ſaid 6500 *l.* Purchaſe-Money at the Time of making and executing ſuch Conveyances and Aſſurances as aforeſaid.

Part now paid.

Agreement, if a good Title cannot be made,

the Premiſſes to ſtand as a Security for the Money now paid, and Intereſt,

Item, It is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, and particularly the ſaid *Anne Arnley* and *Charles Carr* do hereby declare and agree, that in caſe they cannot make out a good Title to, and execute and perfect ſuch Conveyances and Aſſurances of the Premiſſes as aforeſaid, on or before the Feaſt-Day of St. *Michael* the Archangel now next enſuing, then the ſaid Manor, Meſſuages, Hereditaments and Premiſſes, and every Part thereof, ſhall remain and be a Security to the ſaid *Francis Ferne* for ſecuring to him, his Heirs, Executors or Adminiſtrators, the Repayment of the ſaid Sum of 1500 *l.* now by him paid as aforeſaid at or upon the ſaid Feaſt-Day of St. *Michael* the Archangel now next enſuing, together with Intereſt for the ſame after the Rate of 4 *l. per Cent. per Annum* from henceforth in the mean Time and until Payment thereof, which in ſuch Caſe they the ſaid *Anne Arnley* and *Charles Carr* do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, promiſe and agree to pay accordingly; and then alſo and in ſuch Caſe all ſuch Rents, Profits, Fines and Monies as he the ſaid *Francis Ferne* ſhall have received by or out of the Premiſſes as aforeſaid, ſhall be deemed and allowed by him in Part of Payment of the ſame 500 *l.* and Intereſt. In Witneſs, *&c.*

and the Vendors covenant to pay the ſame, the Profits to go in Part of Payment.

Articles

N° 7. *Articles by a Widow and Son and Heir for the Sale of Lands, to a Purchaſor.*

Articles of Agreement made and agreed upon this firſt Day of Auguſt *in the Year of our Lord* 1721, *between* Amy Acton *of*, &c. *Widow and Relict of* Benjamin Acton *late of*, &c. *Gent. deceaſed, and* Charles Acton *of*, &c. *Gent. of the one Part, and* Daniel Dolly, &c. *of the other Part, as follows.*

The Covenant by the Widow and Son and Heir of the deceaſed Huſband for Sale of Manors, &c. free from Incumbrances,

Imprimis, The ſaid *Amy Acton* and *Charles Acton*, in Conſideration of the Covenant and Agreement herein after contained on the Part and Behalf of the ſaid *Daniel Dolly*, do for themſelves and their Heirs covenant and agree with the ſaid *Daniel Dolly*, that they the ſaid *Amy Acton* and *Charles Acton*, or their Heirs, ſhall and will on or before *Michaelmas* Day next, by ſuch good and ſufficient Conveyances and Aſſurances in the Law, with reaſonable Covenants, as the Counſel of the ſaid *Daniel Dolly*, or his Heirs, ſhall adviſe, convey and aſſure, or cauſe to be conveyed and aſſured unto the ſaid *Daniel Dolly* and his Heirs, or to ſuch Perſon or Perſons as he or they ſhall in that Behalf nominate or appoint, free from Incumbrances, all and every the Manors, Meſſuages, Lands and Tenements, late the Eſtate of the ſaid *Benjamin Acton* in the Pariſhes of *Elton*, *Farley* and *Graſby*, or any of them in the County of *Hertford*, (except ſome Cottages heretofore ſold by the ſaid *Amy* and *Charles Acton)* at the Rates and Prices herein after mentioned; that is to ſay, at the Rate and Price of thirty-five Years Purchaſe for the even Pounds of the preſent annual Rents of the Premiſſes, and at the Rate or Price of thirty-four Years Purchaſe for the odd Shillings above even Pounds, and for the Ground or Soil of the Wood at *Graſby*, containing about fifteen Acres, at the Rate or Price of thirty-five Years Purchaſe, being valued at 8 *l. per Annum*, and for the Timber and Trees now growing or ſtanding upon the ſaid Wood-Ground, the Sum of 300 *l.* provided the ſame be fifteen Acres, but if the ſame ſhall fall ſhort of that Meaſure, then a proportionable Abatement to be made out of the ſaid Sum of 300 *l.*

at ſo many Years Purchaſe,

and a certain Price for the Timber.

The Purchaſor covenants to pay the Money.

Item, The ſaid *Daniel Dolly*, in Conſideration of the Premiſſes, doth hereby covenant and agree with the ſaid *Amy Acton* and *Charles Acton*, that he the ſaid *Daniel Dolly*, his Heirs, Executors or Adminiſtrators, ſhall and will on or before *Michaelmas* Day next, and upon making and executing ſuch Conveyances as aforeſaid, pay or cauſe to be paid unto the ſaid *Amy Acton* and *Charles Acton*, their Heirs, Executors or Adminiſtrators, the full Purchaſe-Money for the Premiſſes at the Rates and Prices aforeſaid, after Deduction thereout for Quit-Rents iſſuing out of the Premiſſes, and other Incumbrances thereon.

When to enter.

And laſtly, It is agreed, that the ſaid *Daniel Dolly* ſhall enter upon the Premiſſes at *Michaelmas* next, and that in the mean Time no wilful Spoil or Waſte ſhall be made thereon. In Witneſs, *&c.*

N° 8. *An Affidavit that a mortgaged Eſtate is free from other Incumbrances.*

Abraham Allen of, *&c.* Eſq; maketh Oath, That he this Deponent, or any other Perſon or Perſons to his Knowledge or Belief hath not, nor have entred into, acknowledged, confeſſed or become bound in any Statute, Recognizance, Judgment or Obligation to any Perſon or Perſons, or made any Mortgage or other Incumbrance, or done, committed or ſuffered any Act, Matter or Thing whatſoever, whereby the Manor of *Benham*, *&c.* with the Appurtenances, and the Capital Meſſuage, Demeſne Lands, Meſſuages, Lands, Tenements and Hereditaments, ſituate, lying and being in, *&c.* or any of them, or elſewhere in the ſaid County of *Cheſter*, *&c.* which by the Indentures of Releaſe, bearing Date the Eighth Day of this Inſtant Month of *Auguſt*, and made, or mentioned to be made between him this Deponent and *Dorothy* his Wife, and *Edward Allen*, Gent. their only Child and Heir Apparent, of the one Part, and *Francis Froud*, of, *&c.* Gent. of the other Part, are and were granted, conveyed, limited and appointed, or mentioned or intended to be granted, conveyed, limited and appointed unto and to the Uſe of the ſaid

ſaid *Francis Froud*, his Heirs and Aſſigns, ſubject to ſuch Proviſoes of Redemption as in the ſame Indenture of Releaſe is in that Behalf contained, or any of them, or any Part or Parcel thereof, is, are, ſhall or may be impeached, charged or incumbred in any wiſe howſoever, (except as in the ſaid Indenture of Releaſe is mentioned;) And that he this Deponent, or any other Perſon or Perſons to his Knowledge or Belief, or by or with his Conſent, Privity, Direction or Appointment hath not, nor have granted any Leaſe, Rent, Intereſt or Eſtate of, into or out of the ſame Manor, Capital Meſſuage, Demeſne Lands, Meſſuages, Lands, Tenements and Hereditaments, or any of them, or any Part thereof, except as before is excepted, and except Leaſes to the Tenants of the Premiſſes, or any Part thereof, at and under the improved yearly Rents, or whereupon the uſual and accuſtomed Rents and Services are reſerved.

An Agreement as to Part of Purchaſe-Money depoſited. A Freehold being ſold under a Will for the Benefit of ſix Siſters and Coheirs, and Copyholds, which deſcended to them being alſo included in the ſame Purchaſe, one of the Siſters and her Huſband refuſe to join; a ſixth Part of the Purchaſe-Money is depoſited in the Bank to indemnify the Purchaſor, and this Deed declares the Truſts of the Depoſite. N° 9.

THIS Indenture made the fifteenth Day of *November Anno Domini* 1734, and in the eighth Year, *&c.* between *Blanch Bitton* of, *&c.* Widow, and *Celia Rolls* of, *&c.* Spinſter, (two of the ſix Siſters and Coheirs of Sir *Dennis Rolls*, Bart. deceaſed) and *Edgar Edwards* of, *&c.* Eſq; (which ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, are the three Truſtees and Executors named in the Laſt Will and Teſtament of the ſaid Sir *Dennis Rolls*) of the one Part, and *Ferdinando Folk* and *Hannah* his Wife, and *Leonard Lemm* of, *&c.* Eſq; of the other Part. Whereas the ſaid *Hannah Folk* lately contracted and agreed with the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, for the abſolute Purchaſe of divers Freehold Manors, Rectories, Meſſuages, Lands, Tithes and Hereditaments late of the ſaid Sir *Dennis Rolls* in the County of *Rutland*, *&c.* which were by him in and by his Laſt Will and Teſtament deviſed (among other Lands) unto his ſaid three Truſtees and their Heirs, in Truſt to ſell for the Benefit of his ſix Siſters in equal Proportions, and alſo of divers Copyhold Meſſuages, Lands and Hereditaments late of the ſaid Sir *Dennis Rolls* in the ſaid County of *Rutland*, *&c.* (which upon his Deceaſe deſcended unto his ſix Siſters as his Heirs at Law) for the Sum or Price of 18000 *l.* of lawful Money of *Great Britain*, and by Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled, or intended to be inrolled in Chancery, dated reſpectively the twenty-fourth and twenty-fifth Day of *October* now laſt paſt, the Releaſe, and Bargain and Sale, being made or mentioned to be made between the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, of the firſt Part, *Daniel Dent*, Eſq; and *Catharine* his Wife, *Francis Fount*, Eſq; and *Elizabeth* his Wife, *Henry Hunt*, Eſq; and *Grace* his Wife, and *John Kent*, Eſq; and *Jane* his Wife, (which ſaid *Catherine*, *Elizabeth*, *Grace* and *Jane*, are the four other Siſters and Coheirs of the ſaid Sir *Dennis Rolls*) of the ſecond Part, the ſaid *Ferdinando Folk* and *Hannah* his Wife of the third Part, and Sir *Gregory Granger*, Bart. and *John Irons*, Eſq; of the fourth Part, and Fine in the ſame Releaſe covenanted to be levied, in Conſideration of the Sum of 18000 *l.* in the ſaid Releaſe and Bargain and Sale mentioned to be paid by the ſaid *Hannah Folk* to the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, to be by them applied and diſpoſed of according to the Directions of the ſaid Will of the ſaid Sir *Dennis Rolls* in that Behalf, all the ſaid purchaſed Freehold Premiſſes are and were conveyed, or mentioned to be conveyed unto and to the Uſe of the ſaid *Ferdinando Folk*, Sir *Gregory Granger* and *John Irons*, their Heirs and Aſſigns, in Truſt for the ſaid *Hannah Folk*, and to be at her ſole and ſeparate Diſpoſal in Manner in the ſaid Releaſe and Bargain and Sale mentioned and expreſſed; and in and by the ſame Releaſe all the ſaid Copyhold Premiſſes were for the Conſideration aforeſaid covenanted and agreed to be ſurrendred

Recital of an Agreement for a Purchaſe of Part of an Eſtate of a Deceaſed from Truſtees under his Will, and of Copyholds which deſcended to his ſix Siſters and Heirs.

The Purchaſe Deeds recited, being Leaſe, Releaſe, bargain and Sale inrolled, and Fine,

to Truſtees for a Feme Covert;

and that Copyholds are covenanted to be ſurrendred,

rendred to the ſame Uſes and upon the like Truſts as were therein before mentioned concerning the ſaid Freehold Premiſſes. And whereas the ſaid *John Kent* and *Jane* his Wife, or either of them, have not hitherto ſealed and executed the ſaid Indentures of Leaſe and Releaſe and Bargain and Sale, or acknowledged the ſaid Fine, or ſurrendred or joined in ſurrendring the ſaid Copyhold Premiſſes; and therefore by Agreement between the ſaid *Blanch Bitton*, *Celia Rolls*, *Edgar Edwards* and *Hannah Folk*, ſhe the ſaid *Hannah* did only pay down the Sum of 15000 *l.* (Part of the ſaid 18000 *l.* Purchaſe-Money) and by the like Agreement ſhe the ſaid *Hannah Folk* hath on the Day of the Date hereof paid the Sum of 3000 *l.* (Reſidue of the ſaid 18000 *l.* Purchaſe-Money) being the ſixth Part, Share and Proportion of the ſaid *Jane Kent* of and in the ſame, into the Bank of *England*, for which the Governors and Company of the ſaid Bank of *England* have this Day given a Bank or Caſh Note, ſigned by *Xerxes Xoll* (one of their Caſhiers) for the ſaid Sum of 3000 *l.* payable unto the ſaid *Ferdinando Folk*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, or their Order, as by the ſaid Note now lodged in the Hands of the ſaid *Edgar Edwards* may appear. Now this Indenture witneſſeth, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid Sum of 3000 *l.* ſo paid into the ſaid Bank of *England*, and the Note given for the ſame, payable unto the ſaid *Ferdinando Folk*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, or their Order as aforeſaid, was ſo paid and made payable upon the Truſts, and ſubject to the Agreements herein after mentioned concerning the ſame; that is to ſay, Upon Truſt that the ſaid Sum of 3000 *l.* or any Part thereof, ſhall not (without the joint and mutual Conſent of all the ſaid four Truſtees laſt named) be received or paid out of the ſaid Bank of *England*, but ſhall remain lodged there upon the aforeſaid Note in their joint Names as a Depoſite or Pledge until either the ſaid *John Kent* and *Jane* his Wife, ſhall duly ſeal and execute the aforeſaid ſeveral Indentures, and acknowledge the aforeſaid Fine and Surrender, or until the ſaid Laſt Will and Teſtament of the ſaid Sir *Dennis Rolls* ſhall, at the Coſts and Charges of his ſaid Truſtees and Executors, or ſome of them, be eſtabliſhed againſt his Heirs at Law, and duly proved in the ſaid Court of Chancery, in order to perpetuate the Teſtimony of the Witneſſes thereto; and that an Office-Copy from the Inrolment of the Bill, Anſwer and Depoſitions of ſuch Witneſſes on ſuch Probate ſhall, at the like Coſts and Charges as aforeſaid, be delivered unto the ſaid *Hannah Folk*, or her ſaid Truſtees, for the Uſe of her, her Heirs and Aſſigns; or until an Order or Decree of the ſaid Court ſhall be obtained for the Application or Diſpoſition of the ſaid Sum of 3000 *l.* and when and ſo ſoon as the ſaid *John Kent* and *Jane* his Wife ſhall have duly ſealed and executed the ſaid Indentures, and acknowledged the ſaid Fine, and made ſuch Surrender as aforeſaid, or when and ſo ſoon as the ſaid Will of the ſaid Sir *Dennis Rolls* ſhall be eſtabliſhed and proved in the ſaid Court of Chancery, and ſuch Office-Copy delivered as aforeſaid; or when and ſo ſoon as ſuch Order or Decree of the ſaid Court ſhall be obtained for the Application or Diſpoſition of the ſaid Sum of 3000 *l.* as aforeſaid, then upon Truſt that the ſaid *Ferdinando Folk*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, ſhall receive or order the ſaid Sum of 3000 *l.* to be received of and from the ſaid Bank of *England*, and immediately thereupon pay, or order the ſame to be paid unto the ſaid Truſtees and Executors of the ſaid Sir *Dennis Rolls*, for the Benefit of the ſaid *Jane Kent*, or as the ſaid Court of Chancery ſhall or may in that Behalf have ordered or directed. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, do hereby for themſelves, their Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Ferdinando Folk* and *Leonard Lemm*, their Executors and Adminiſtrators, that in caſe the ſaid ſixth Part and Share of the ſaid *Jane Kent* of and in the ſaid Copyhold Premiſſes ſhall not be legally and effectually ſurrendred and aſſured to the Uſe of the ſaid Truſtees of the ſaid *Hannah Folk* and their Heirs, according to the Purport and true Meaning of the ſaid Indenture of Releaſe, at or before the Time that the ſaid Sum of 3000 *l.* ſhall be received of and from the ſaid Bank of *England* as aforeſaid, then and in ſuch Caſe the Sum of 1500 *l.* Part of the ſaid 3000 *l.* ſhall forthwith thereupon, to the Satisfaction and good Liking of the ſaid *Hannah Folk*, her Heirs, Executors, Adminiſtrators

and that one of the ſix Siſters and her Huſband have not executed the Conveyances, and that it is agreed between the Vendors (*viz.* the Truſtees under the Will) and the Purchaſor, that ſhe depoſite in the Bank a ſixth Part of the Purchaſe Money.

The Truſts of the Bank Note declared

to be a Depoſite till Huſband and Wife execute, &c. or the Will be proved *per Teſtes* in Chancery,.

or a Decree or Order of Court for the Diſpoſition,

and then to be paid to the Truſtees for the Benefit of the Wife, or as the Court may direct.

Covenant that if the ſixth Part of the Copyhold be not ſurrendred before the Depoſite be received from the Bank, a Moiety of it to be laid out to be a collateral Security for the Purchaſor as to the ſixth Part of the Copyhold.

niſtrators or Aſſigns, or her ſaid Truſtees, or her or their Counſel learned in the Law, be lodged, applied or diſpoſed of, ſo and in ſuch Manner as that the ſame 1500 *l.* ſhall be, and be made an effectual collateral Security unto her the ſaid *Hannah Folk*, and her ſaid Truſtees, and her and their Heirs and Aſſigns, for her and their quiet Enjoyment of the ſaid ſixth Part and Share of the ſaid *Jane Kent* of and in the ſaid Copyhold Premiſſes, and the quiet and peaceable Receipt of the Rents and Profits thereof, until the ſaid ſixth Part and Share of the ſame Premiſſes ſhall be legally and effectually ſurrendred and aſſured to the Uſe of the ſaid Truſtees of the ſaid *Hannah Folk*, their Heirs and Aſſigns, in Manner aforeſaid. In Witneſs, *&c.*

A Deed of Agreement and Covenants between two reſpective Vendors of two Houſes (Part of a greater Eſtate) and the Purchaſor, in Relation to an Annuity, to which poſſibly the purchaſed Premiſſes, along with others, might be liable; the Vendors agree to indemnify the Purchaſor againſt Arrears, and, in Caſe of Recovery, the Annuity to be apportioned. N° 10.

THIS Indenture made the ſeventh Day of *January Anno Domini* 1729. and in the third Year, *&c.* between *Abel Aſhil* of, *&c.* Doctor in Phyſick, and *Bethel Aſhil* of, *&c.* Gent. two of the Sons of *Charles Aſhil* of, *&c.* of the one Part, and *David Denny*, Eſq; of the other Part. Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe bearing even Date herewith, the ſaid *Abel Aſhil* hath abſolutely ſold and conveyed a Meſſuage or Tenement ſituate and being in, *&c.* in the Pariſh of St. *Mary le Bow, London*, late or ſometime called or known by the Name or Sign of the *Elephant*, and now or late in the Tenure or Occupation of *Ferdinando Frith*, Glaſier, as Under-tenant to *Grevil Grey*, Hatter, with its Appurtenances unto and to the Uſe of the ſaid *David Denny*, his Heirs and Aſſigns for ever. And by one other Indenture of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe bearing even Date with the ſaid firſt recited Indentures, the ſaid *Bethel Aſhil*, together with *James Jones* his Truſtee, have abſolutely ſold and conveyed another Meſſuage or Tenement ſituate and being in the ſame Street and Pariſh, and adjoining to the ſaid firſt mentioned Meſſuage on the Weſt, and late or ſometime called or known by the Name or Sign of the *Red Lyon*, and ſometime in the Tenure or Occupation of the Widow *Martin*, but now or late of *Nathaniel Martin*, his Aſſigns, Leſſees or Under-tenants, with its Appurtenances, unto and to the Uſe and Behoof of the ſaid *David Denny*, his Heirs and Aſſigns for ever, as by the ſaid ſeveral Indentures, Relation being thereunto reſpectively had, may more fully appear. And whereas by Indenture dated on or about the third Day of *April* 1611. and made or mentioned to be made between *Olive Ord*, Gent. of the one Part, and *Philip Purt* and ſeveral other Perſons, then Inhabitants of the Pariſh of, *&c. London*, of the other Part, divers Meſſuages and Hereditaments then of him the ſaid *Olive Ord* in the ſaid Pariſh of, *&c.* were charged with the Payment thereout of one perpetual Annuity or yearly Rent-Charge of 15 *l.* for the Purpoſes, and ſubject to the Condition, and with ſuch Remedies for Recovery thereof, as in the ſame Indenture were in that Behalf mentioned and directed. And whereas the Fee-ſimple and Inheritance of the ſaid Meſſuages and Hereditaments of the ſaid *Olive Ord* did afterwards (charged as aforeſaid) by good Conveyances in Law or otherwiſe legally come to and veſt in *Quarles Aſhil*, long ſince deceaſed, Grandfather of the ſaid *Abel Aſhil* and *Bethel Aſhil*, who in his Life-time pulled down the ſame, or great Part thereof, and erected and built ſeveral other Meſſuages and Buildings in the Place and Stead thereof, or on Part of the Ground thentofore of the ſaid *Olive Ord*. And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the ſeventeenth and eighteenth Days of *April* 1668. *Richard Ruſt*, Doctor in Divinity, *Samuel Smith* and *Thomas Tilley*, (Truſtees named in the Will of the ſaid *Quarles Aſhil)* and *Victoria Aſhil* his Widow and Relict, ſold and conveyed all the ſaid Meſſuages

Deeds of Leaſe and Releaſe, (being an abſolute Sale of a Houſe) recited.

The like of another Houſe, by another of the preſent Parties, to the third Party.

Recital of an antient Deed, whereby

a perpetual Annuity was charged upon the Eſtate of the then Grantor,

which Eſtate came to the Grandfather of the preſent Grantors, who rebuilt the Ground;

and that after his Death his Truſtees ſold Part;

Meſſuages and Buildings then lately built by the ſaid *Quarles Aſhil*, ſave and except only five ſeveral Meſſuages or Tenements, with their Appurtenances, then in the ſeveral Tenures of [*Here follow the Names of Tenants*] and which were then in Jointure to the ſaid *Victoria* for her Life, with their reſpective Appurtenances unto and to the Uſe of *Walter Wells*, his Heirs and Aſſigns; in which ſaid Conveyance the ſaid *Walter Wells* covenanted and agreed to pay the ſaid whole Annuity or Rent-Charge of 15 *l.* from *Michaelmas* then laſt paſt during the natural Life of the ſaid *Victoria Aſhil*, and to ſave harmleſs and indemnify the ſaid *Thomas Tilley*, and *Victoria Aſhil*, and the ſaid five Meſſuages then in Jointure to her, from the ſaid Annuity, and all Diſtreſſes, Actions and Charges on Account thereof; and in and by the ſame Conveyance it was agreed, that from and after the Death of the ſaid *Victoria Aſhil* the ſaid Annuity ſhould be paid as follows, *viz.* The ſaid *Walter Wells*, his Heirs and Aſſigns, to pay 10 *l.* out of the ſaid Meſſuages thereby conveyed to him and them, and the Owner or Inheritor of the ſaid five other Meſſuages then in Jointure to the ſaid *Victoria Aſhil* as aforeſaid, to pay the remaining 5 *l.* out of the ſame five Meſſuages; as by the ſaid laſt recited Indentures, Relation being thereunto had, may more fully appear. And whereas the ſaid two Meſſuages, or Tenements and Premiſſes ſo ſold and conveyed unto and to the Uſe of the ſaid *David Denny*, his Heirs and Aſſigns as aforeſaid, are two of the ſaid five Meſſuages formerly in Jointure to the ſaid *Victoria Aſhil*, and which from and after her Deceaſe were agreed to be charged with the ſaid 5 *l.* as aforeſaid: And whereas the ſaid *Victoria Aſhil*, afterwards *Victoria Adams*, departed this Life about eleven Years ago, but no Part of the ſaid 5 *l.* hath been paid, or demanded to be paid out of the ſaid five Meſſuages agreed to be charged therewith as aforeſaid, or any of them, ſince the Deceaſe of her the ſaid *Victoria*, nor hath any Part of the ſaid Annuity of 15 *l.* been paid, or demanded to be paid out of the ſame five Meſſuages, or any of them, ſince the ſaid Year 1668, and it is uncertain whether the ſaid five Meſſuages, or any of them, be now ſubject to or chargeable with the ſaid yearly Sum of 5 *l.* or any Part thereof, or whether the ſame Meſſuages have not been freed from the ſaid yearly Sum by ſome ſubſequent Agreement: And therefore it was agreed by and between the ſaid *Abel Aſh*, *Bethel Aſhil* and *David Denny*, upon his Contract for the Purchaſe of the ſaid two Meſſuages, or Tenements and Premiſſes ſo conveyed unto and to the Uſe and Behoof of him the ſaid *David Denny*, his Heirs and Aſſigns as aforeſaid, that they the ſaid *Abel Aſhil* and *Bethel Aſhil* ſhould indemnify and ſave harmleſs him the ſaid *David Denny*, his Heirs and Aſſigns, and the ſaid two Meſſuages, or Tenements and Premiſſes ſo conveyed to him and them as aforeſaid, of, from and againſt all Arrears of the ſaid yearly Sum of 5 *l.* for and until the Feaſt-Day of the Birth of our Lord Chriſt now next enſuing; and that in Caſe the ſaid yearly Sum of 5 *l.* or any Part of the ſaid Annuity of 15 *l.* ſhould at any Time hereafter be recovered out of and charged upon the ſaid five Meſſuages by the ſaid Indenture of the eighteenth Day of *April* 1668. agreed to be charged with the ſaid 5 *l.* from and after the Deceaſe of the ſaid *Victoria Aſhil* as aforeſaid, then the ſaid *David Denny*, his Heirs and Aſſigns, ſhould only bear and pay the yearly Sum of 2 *l.* for and in Reſpect of the ſaid two Meſſuages and Premiſſes ſo conveyed to him and them as aforeſaid, to commence and be computed from the ſaid Feaſt-Day of the Birth of our Lord Chriſt now next enſuing; and that the Reſidue and Overplus of all ſuch Sums of Money as ſhould be ſo recovered or charged as aforeſaid, ſhould be wholly born and paid by the Owners and Proprietors of the three other of the ſaid five Meſſuages charged with the ſaid 3 *l.* as aforeſaid, which are not purchaſed by or conveyed to the ſaid *David Denny*. Now this Indenture witneſſeth, and in Conſideration of the Premiſſes, and in Purſuance of the ſaid recited Agreements, the ſaid *Abel Aſhil* and *Bethel Aſhil* do hereby for themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *David Denny*, his Heirs and Aſſigns, in Manner following; that is to ſay, That they the ſaid *Abel Aſhil* and *Bethel Aſhil*, or one of them, their or one of their Heirs, Executors or Adminiſtrators ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnify the ſaid *David Denny*, his Heirs, Executors, Adminiſtrators and Aſſigns, and the ſaid two Meſſuages, or Tenements and Premiſſes ſo conveyed unto and to the Uſe of him

and the Purchaſor covenanted to pay the whole Annuity during the Life of the Widow,

and afterwards a certain Proportion; and the Houſes not then ſold, the Reſidue; and that the Houſes now ſold are Parcel of the Premiſſes; and that the Widow has been dead ſome Years; but no Part of the Annuity hath been demanded out of the Houſes not included in the former Sale; and it is uncertain whether they have not been freed from it by ſome ſubſequent Agreement.

An Agreement thereupon between the now Parties recited, to indemnify the now Purchaſor, &c. to a Day certain,

and to apportion it (if recovered) for the future.

The Covenant to that Purpoſe,

viz. to indemnify againſt Arrears to a Day certain.

him the ſaid *David Denny*, his Heirs and Aſſigns as aforeſaid, of, from and againſt all Arrears of the ſaid yearly Sum of 5 *l.* incurred and grown due, or which ſhall be due or recovered for and until the ſaid Feaſt-Day of the Birth of our Lord Chriſt now next enſuing, and of, from and againſt all Actions, Suits, Loſs, Coſts, Charges and Expences to be occaſioned or ſuſtained for or on Account of ſuch Arrears. And further, that in Caſe at any Time hereafter the ſaid yearly Sum of 5 *l.* or any Part of the ſaid Annuity of 15 *l.* ſhall be recovered out of and charged upon the aforeſaid five Meſſuages agreed to be charged with the ſaid 5 *l.* as aforeſaid, then the Owners and Proprietors of the ſaid three other Meſſuages not purchaſed by or conveyed to the ſaid *David Denny* as aforeſaid, ſhall and will from Time to Time, and at all Times hereafter, bear and pay all ſuch Sum and Sums of Money as ſhall be ſo recovered and charged as aforeſaid over and above and other than and except the yearly Sum of 2 *l.* which in that Caſe is to be born and paid by the ſaid *David Denny*, his Heirs and Aſſigns, to commence and be computed from the ſaid Feaſt-Day of the Birth of our Lord Chriſt now next enſuing. And in Conſideration of the Premiſſes, and in Purſuance of the ſaid recited Agreements, the ſaid *David Denny* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid *Abel Aſhil* and *Bethel Aſhil*, and each of them, their and each of their Heirs and Aſſigns, that in Caſe at any Time hereafter the ſaid yearly Sum of 5 *l.* or any Part of the ſaid Annuity of 15 *l.* ſhall be recovered out of and charged upon the aforeſaid five Meſſuages agreed to be charged with the ſaid 5 *l.* as aforeſaid, then he the ſaid *David Denny*, his Heirs and Aſſigns, ſhall and will bear and pay the ſaid yearly Sum of 2 *l.* Part of the Monies to be ſo recovered or charged by and out of the Rents and Profits of the ſaid two Meſſuages and Premiſſes ſo conveyed to him and them as aforeſaid, the ſaid yearly Sum or Payment of 2 *l.* to commence and be only computed from the ſaid Feaſt-Day of the Birth of our Lord Chriſt now next enſuing. In witneſs, *&c.*

Then for future Apportionment, in Caſe the Annuity ſhall be recovered.

The Purchaſor covenants to pay his Proportion as agreed on.

An Indorſement on a Purchaſe-Deed, by which ſeveral Vendors of an Advowſon to which the Title is doubtful, agree to leave Part of the Purchaſe-Money in the Hands of the Purchaſor for a certain Time, eventually to indemnify him. N°. 11.

Article of Agreement intended, had, made, concluded and agreed on this fifteenth Day of July, *&c. between* Abraham Afleck *of*, &c. *of the one Part*, Benjamin Brayne *of*, &c. Charles Cave *of*, &c. Dennis Dewey *of*, &c. Edmund Exel *of*, &c. *and* Francis Fell *of*, &c. *of the other Part, as follows.*

A Recital that ſeveral of the Parties being reſpectively ſeiſed in Fee of certain Proportions of Lands, *&c.*

WHEREAS the ſaid *Charles Cave* being ſeiſed in Fee of two ſixth Parts, the Whole in ſix equal Parts to be divided, of and in divers Meſſuages, Lands and Tenements, in *Garton* and *Haton*, or one of them, in the County of *Kent*, and the ſaid *Benjamin Brayne* and *Edmund Exel* being each of them ſeiſed in Fee of one other ſixth Part thereof, and the ſaid *Dennis Dewey* and *Jane* his Wife, in Right of the ſaid *Jane*, being alſo ſeiſed in Fee of one other ſixth Part thereof, and the ſaid *Francis Fell* and *Letitia* his Wife, in Right of the ſaid *Letitia* being alſo ſeiſed in Fee of the other remaining ſixth Part thereof, and all of them being or pretending to be ſeiſed in Fee in the Shares and Proportions aforeſaid of and in the Advowſon of the Church of *Garton* aforeſaid, have by Indenture bearing Date the Day before the Date of the Date of theſe Preſents, and by other Conveyances and Aſſurances, in Conſideration of the Sum of 6000 *l.* of lawful Money of *Great Britain*, in the ſame Indenture mentioned to be paid or ſecured to them reſpectively by the above named *Abraham Afleck*, in Proportion to their reſpective Eſtates and Intereſts of and in the Premiſſes, granted and conveyed, or are therein mentioned to have granted and conveyed unto and to the Uſe of the ſaid *Abraham Afleck*, his Heirs and Aſſigns, the ſaid Meſſuages, Lands, Tenements, Advowſon and Premiſſes. And whereas the Title of the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Jane* his Wife, and *Francis Fell* and *Letitia* his

and of an Advowſon.

have conveyed the ſame to the now Purchaſor:

and that the Title to the Advowſon being doubtful.

the Vendors have left Part of the Purchaſe-Money in his Hands as a Security, &c.

his Wife, in and to the ſaid Advowſon, being at the Time of ſuch Grant and Conveyance ſomewhat doubtful and uncertain, they the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey*, and *Francis Fell* have agreed to leave, and have accordingly left in the Hands of the ſaid *Abraham Aſleck* the Sum of 1000 *l.* Part of the aforeſaid Sum of 6000 *l.* as a Security for the quiet Enjoyment of the ſaid Advowſon by the ſaid *Abraham Aſleck*, his Heirs and Aſſigns, and ſubject to the Terms, Conditions and Agreements herein after mentioned concerning the ſaid 1000 *l.* Now therefore theſe Preſents witneſs, That it is hereby declared and agreed by and between all the ſaid Parties hereunto in Manner following; that is to ſay.

The Agreement

by the Purchaſor,

in Caſe of a certain Enjoyment ſpecified of the Advowſon,

Imprimis, The ſaid *Abraham Aſleck* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree with the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell*, their Executors and Adminiſtrators, that in Caſe the ſaid *Abraham Aſleck*, his Heirs and Aſſigns, ſhall and do hold and enjoy the ſaid Advowſon of the Church of *Garton* during the Life of *John Stiles*, preſent Incumbent of the ſaid Church, or for ſuch Time as he ſhall continue Incumbent there; and from and after the firſt Avoidance of the ſaid Church by the Death or Reſignation of the preſent Incumbent, or otherwiſe, if he the ſaid *Abraham Aſleck*, his Heirs or Aſſigns, ſhall and may peaceably and quietly preſent another fit Perſon as Incumbent to the ſaid Church who ſhall thereupon be admitted, inſtituted and inducted, and continue in the Poſſeſſion of the Rectory or Parſonage of the ſame Church by the Space of Half a Year after ſuch Induction, then and in ſuch Caſe, and not otherwiſe, he the ſaid *Abraham Aſleck*, his Heirs, Executors or Adminiſtrators, ſhall and will anſwer, allow and pay unto the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell* reſpectively, or their reſpective Executors or Adminiſtrators, according to their ſeveral and reſpective Shares and Proportions of and in the ſaid Advowſon at the Time of the making the ſaid recited Conveyance, Intereſt for the ſaid Sum of 1000 *l.* after the Rate of 4 *l. per Cent. per Ann.* to be computed from the Day of the Date of theſe Preſents until the End of ſuch Half-Year after ſuch Induction as aforeſaid, firſt deducting thereout all Coſts and Charges which he the ſaid *Abraham Aſleck*, his Heirs or Aſſigns, ſhall be at in maintaining or defending the Title of the ſaid Advowſon, (if any ſuch ſhall be) and in Caſe the ſaid *Abraham Aſleck*, his Heirs and Aſſigns, ſhall during the Space of ſeven Years, to be accounted from the ſaid Half-Year after ſuch Induction as aforeſaid, peaceably and quietly hold, poſſeſs and enjoy the ſaid Advowſon of the Church of *Garton*, without any Let, Suit, Trouble, Eviction or Interruption of or by any Perſon or Perſons whatſoever lawfully claiming or to claim the ſaid Advowſon; then and in ſuch Caſe, and not otherwiſe, he the ſaid *Abraham Aſleck*, his Heirs, Executors and Adminiſtrators, ſhall and will at the End of the ſaid ſeven Years pay, or cauſe to be paid unto the ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell* reſpectively, or their reſpective Executors or Adminiſtrators, the ſaid Sum of 1000 *l.* in the Proportions following; that is to ſay, Two ſixth Parts thereof to the ſaid *Charles Cave*, his Executors or Adminiſtrators, and a ſeveral ſixth Part thereof to each of them the ſaid *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell* reſpectively, or their reſpective Executors or Adminiſtrators, together alſo with Intereſt for the ſame after the Rate of 5 *l. per Cent. per Ann.* to be paid by equal Half-yearly Payments during ſuch Enjoyment, to be computed from the End of the ſaid Half-Year after ſuch Induction as aforeſaid; thereout firſt deducting all Charges and Expences which he the ſaid *Abraham Aſleck*, his Heirs or Aſſigns ſhall be at in maintaining or defending the Title of the ſaid Advowſon, if any ſuch there be.

to pay Intereſt for the Money retained,

deducting Coſts,

and in another Event, to pay the Principal.

The Vendors covenant with the Purchaſor,

Item, The ſaid *Charles Cave*, *Benjamin Brayne*, *Edmund Exel*, *Dennis Dewey* and *Francis Fell*, do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, covenant, grant and agree to and with the ſaid *Abraham Aſleck*, his Heirs, Executors, Adminiſtrators and Aſſigns, that in Caſe the ſaid Advowſon ſhall at any Time hereafter before the End of the aforeſaid ſeven Years be evicted and recovered from the ſaid *Abraham Aſleck*, his Heirs or Aſſigns, by any Perſon or Perſons whomſoever, then and in ſuch Caſe he the ſaid *Abraham Aſleck*, his Executors and Adminiſtrators, ſhall and may

that in Caſe of Eviction, he ſhall keep the Money retained, to his own Uſe;

may have, retain and keep the ſaid Sum of 1000*l.* to and for his and their own Uſe and Benefit, as his and their own proper Goods and Chattels, diſcharged of the aforeſaid Covenant and Agreement for the Payment of the ſame. And in Caſe the ſaid *Abraham Aſleck*, his Heirs or Aſſigns, ſhall be lawfully hindred or obſtructed from preſenting a fit Perſon as an Incumbent to the ſaid Church of *Garton* at the firſt and next Avoidance thereof, or if ſuch Perſon ſo preſented ſhall at any Time within half a Year after his Induction be lawfully removed or ejected by *Quare Impedit*, or other Action, to be brought againſt him by any Perſon or Perſons whomſoever, then or in either of the ſaid Caſes the ſaid *Abraham Aſleck*, his Heirs, Executors and Adminiſtrators, ſhall be wholly diſcharged of and from Payment of any Intereſt for the ſaid Sum of 1000*l.* and of and from his and their Covenant and Agreement for Payment of the ſame. In Witneſs, *&c.*

and in Caſe of being diſturbed, not to pay Intereſt.

An Agreement on a Purchaſe. Some real Eſtates being deviſed to be ſold for ſeveral Purpoſes, and among others to raiſe a Portion, for a Woman; ſhe marries a Minor; there are alſo ſome Annuities charged. Upon Sale of the Eſtates (by Agreement contained in this preſent Draught) Part of the Purchaſe-Money is veſted in South-Sea *Annuities to indemnify the purchaſed Lands againſt the Portion,* &c. N° 12.

THIS Indenture quadrupartite, made the ſixteenth Day of *Auguſt Anno Domini* 1732. and in the ſixth Year of the Reign, *&c.* between *Agnes Allen* of, *&c.* Widow, and *Barbara Bell* of, *&c.* Widow, (Siſters and ſurviving Deviſees and Executrixes in Truſt named in the laſt Will and Teſtament of *Cyril Cary* late of, *&c.* Eſq; deceaſed) of the firſt Part; *Darby Due* of, *&c.* Apothecary, and *Eve Due* his Wife, *Flavia Fox* of, *&c.* Widow, and *Guy Gee* of, *&c.* Gent. and *Helena Gee* his Wife (which *Eve Due*, *Flavia Fox* and *Helena Gee* are the Nieces of the ſaid *Cyril Cary*, and Deviſees and Reſiduary Legatees in his ſaid Will named as to all the Reſiduum of both his real and perſonal Eſtate) of the ſecond Part; *Luna Lane* of, *&c.* Widow, *Matthew Martin* of *Jug* in the County of *Kent*, Eſq; *Nathaniel Nunn* of *Loke* in the County of *Merioneth*, Eſq; and *Owen Oram* of *London*, Eſq; (the four acting Executors of *Peter Lane* late of *London* aforeſaid, Eſq; deceaſed) of the third Part, and *Noah North* of, *&c.* Gent. *Owen Oſborn* of, *&c.* Gent. *Peter Gee* of, *&c.* Mercer, and *Ralph Roll* of, *&c.* Gent. of the fourth Part. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the eighth and ninth Days of *March*, which was in the Year of our Lord 1705. the Releaſe being quadrupartite, and made or mentioned to be made between *Simon Cary* then of, *&c.* Eſq; (ſince deceaſed) and the ſaid *Cyril Cary*, by the Name of *Cyril Cary*, Eſq; eldeſt Son and Heir Apparent of the ſaid *Simon Cary*, of the firſt Part; *Titus Tall* of *London*, Eſq; *Vincent Tall*, Eſq; his eldeſt Son and Heir Apparent, and *William Tall*, Eſq; the other Son of the ſaid *Titus Tall*, of the ſecond Part; *Xerxes Xoll*, Eſq; of the third Part; and *Zacheus Zouch*, Gent. of the fourth Part; and common Recovery ſuffered in *Hilary Term* in the ſame Year in Purſuance of the ſame Releaſe, the Manors, Meſſuages, Lands and Hereditaments herein after mentioned (together with other Lands and Hereditaments) were limited, or intended to have been limited (ſubject to and charged with a Rent-charge of 250*l. per Ann.* to the ſaid *Simon Cary* for his Life, with ſuch Remedies for the ſame as in the ſaid Releaſe were in that Behalf mentioned) to the Uſe of the ſaid *Titus Tall*, *Vincent Tall* and *William Tall*, their Executors and Adminiſtrators, for the Term of five hundred Years from *Midſummer* then laſt paſt, without Impeachment of Waſte, upon divers Truſts therein mentioned; and particularly (among others which are ſince performed or determined) in Truſt by the Ways and Means therein expreſſed and directed to levy and raiſe the Sum of 1200*l.* for the Portions of *Anne Cary* and *Bona Cary*, two of the then Daughters of the ſaid *Simon Cary*, equally to be divided between them, to be paid them at their reſpective Days of Marriage, and not to their or either of their Executors or Adminiſtrators; and upon further Truſt to pay and allow unto the ſaid *Anne Cary* and

Leaſe and Releaſe by the Deviſor and his Father recited, whereby a Term was created to raiſe Portions for Siſters,

and to pay them Annuities in the mean Time.

Bona Cary the Sum of 40 *l.* a-piece *per Ann.* for their yearly Maintenance until they ſhould be married, and no longer, the ſaid Sums for their Maintenance to be paid to them by quarterly Payments at the four moſt uſual Feaſts or Days of Payment; and from and after the Determination of the ſaid Term of five hundred Years, and ſubject thereto, and to the aforeſaid Rent-Charge, the ſame Premiſſes were limited, or intended to have been limited, to the Uſe of the ſaid *Cyril Cary*,

The Will of the Deviſor recited,

his Heirs and Aſſigns. And whereas the ſaid *Cyril Cary* in and by his laſt Will and Teſtament in Writing by him duly made and publiſhed, dated on or about the eighth Day of *June* which was in the Year of our Lord 1730. did (among other Things)

deviſing his Lands to Truſtees to ſell, to pay Debts of his own, or before contracted,

give and deviſe all his Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever in *Condale* aforeſaid, and in the Pariſhes of *Dell* and *Egar* in the ſaid County of *Flint*, and all other his Lands and Tenements whatſoever and wheresoever unto his three Siſters the ſaid *Agnes Allen*, *Bona Cary* and *Barbara Bell*, and to their Heirs and Aſſigns for ever, upon Truſt that they the ſaid *Agnes Allen*, *Bona Cary* and *Barbara Bell*, or the Survivors or Survivor of them, or the Heirs of the Survivor of them, ſhould with all convenient Speed ſell or diſpoſe thereof in the Whole or in Parcels, and out of the Monies raiſed by ſuch Sale or Sales ſhould pay all ſuch Debts as were or ſhould be contracted or owing by him, and alſo all Debts and Incumbrances which the Premiſſes were charged or chargeable

and Legacies,

with before he became ſeiſed thereof; and alſo ſhould pay thereout the Legacies therein after mentioned which he gave thereout; and he willed that his ſaid

ſubject to the Annuities to the Siſters,

Manors, Meſſuages, Lands, Tenements and real Eſtate ſhould be ſubject to and charged with the Payment (among other Annuities and Monies) of the Sum of 40 *l. per Ann.* to each of his Siſters the ſaid *Anne Cary* and *Bona Cary* for their reſpective natural Lives, at *Lady-Day* and *Michaelmas* by equal Portions, as and for the reſpective Annuities given to them reſpectively in and by his late Father *Cary*'s laſt Will and Teſtament, (meaning and intending thereby the ſaid Annuities provided or intended to be provided for them in and by the ſaid recited Indenture quadrupartite, for that no ſuch Annuities were given to them, or either of them, in and by his ſaid late Father's Will) and alſo ſubject to and chargeable with the Payment thereout of 40 *l. per Ann.* a-piece more to each of his ſaid Siſters *Anne*

and deviſing additional Annuities to them,

and *Bona Cary*, for and during their natural Lives reſpectively, and the Life of the Survivor of them, (over and above the ſaid two Annuities ſo given to them as aforeſaid) payable to them reſpectively at the Times and in Manner as was before directed concerning the ſaid other Annuities, with ſuch Power of Diſtreſs in Caſe of Non-payment of the ſame Annuities, as in the ſame Will is in that Behalf mentioned; and (after the Bequeſt of divers pecuniary and other Legacies

and the Reſidue of the Real and Perſonal &c. to Nieces, and making the Siſter's Executrixes.

and Bequeſts) the ſaid *Cyril Cary* did give, deviſe and bequeath all other and the Reſt and Reſidue of his Eſtates Real and Perſonal whatſoever (after his Debts, Legacies and Funeral Expences were paid and diſcharged) unto his ſaid three Nieces *Eve Due*, *Helena Gee* and *Flavia Fox*, their Heirs and Aſſigns for ever, equally to be divided between them and every of them, and of his ſaid Will conſtituted and appointed his ſaid Siſters *Agnes Allen*, *Bona Cary* and *Barbara Bell* joint Executrixes; as by the ſaid recited Indentures and Recovery, and the ſaid laſt will of the ſaid *Cyril Cary* (which hath been ſince proved *per teſtes* in the High Court of Chancery, Relation being thereunto reſpectively had, may (among other

That one of the Deviſor's Siſters is dead unmarried,

Things) more fully appear. And whereas the ſaid *Bona Cary* is ſince departed this Life unmarried, ſo that the Part and Share of the ſaid Sum of 1200 *l.* in and by the ſaid Indenture quadrupartite provided, or intended to have been provided for her Portion, to have been paid at her Day of Marriage as aforeſaid, never became due or payable; and all the Arrears of the ſaid ſeveral Annuities in and by the ſaid Indenture quadrupartite and Will of the ſaid *Cyril Cary*, or either of them, provided for the ſaid *Bona* for her Life as aforeſaid, and which incurred and became due to her in her Life-time, have been fully ſatisfied and diſcharged.

and another of them is or pretends to be married to a Minor.

And whereas the ſaid *Anne Cary* is lately married, or pretends to be married unto *George Gyles* the Younger (an Infant of the Age of fourteen Years, or thereabout); and by Virtue of the ſaid Marriage ſhe the ſaid *Anne*, and the ſaid *George Gyles* in her Right, or one of them, do claim or pretend to be intitled to the Sum of 6000 *l.* for her Portion, as her Part and Share of the ſaid Sum of 1200 *l.* in and by the ſaid Indenture quadrupartite provided to be raiſed as aforeſaid, together with Intereſt for the ſame in the mean Time and until Payment thereof,

in Lieu of the ſaid Annuity of 40 *l. per Annum* by the ſaid Indenture quadrupartite provided for her as aforeſaid, and which by her ſaid Marriage (in caſe ſhe be intitled to the ſaid 600 *l.* Portion) is ceaſed and determined. And whereas it ſeems doubtful, whether by Virtue of the ſaid recited Will of the ſaid *Cyril Cary*, and the Deceaſe of the ſaid *Bona Cary*, ſhe the ſaid *Anne*, and her ſaid Huſband in her Right, may not claim or pretend to be intitled not only to the ſaid further Annuity of 40 *l. per Annum* by the ſaid Will deviſed or directed to be paid to her for her Life as aforeſaid, but alſo to the ſaid further Annuity of 40 *l. per Annum* by the ſame Will deviſed or directed to be paid to the ſaid *Bona* for her Life as aforeſaid; and whether by Virtue of the Words of the ſame Will the ſaid laſt mentioned Annuity may not ſurvive to her the ſaid *Anne*, although it is apprehended that the ſaid *Cyril Cary* the Teſtator did not ſo intend. And whereas the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, have lately bought and purchaſed of and from the ſaid *Agnes Allen* and *Barbara Bell*, with the Conſent, good Liking and Approbation of the ſaid *Darby Due* and *Eve* his Wife, *Flavia Fox*, and *Guy Gee* and *Helena* his Wife, for the Sum or Price of 16000 *l.* (Part of the perſonal Eſtate of the ſaid *Peter Lane*) the Manors of *Condale* and *Hennon*, with their Appurtenances, in the ſaid County of *Flint*, and divers Freehold and Leaſehold Meſſuages, Lands, Tenements, Tithes and Hereditaments (all late the Eſtate of the ſaid *Cyril Cary*) laying and being in *Dell* and *Egar*, or one of them, in the ſaid County of *Flint*. And by Indentures of Leaſe and Releaſe and Aſſignment, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe and Aſſignment bearing even Date herewith, and made or mentioned to be made between the ſaid *Agnes Allen* and *Barbara Bell* of the firſt Part, the ſaid *Darby Due* and *Eve* his Wife, *Flavia Fox*, and *Guy Gee* and *Helena* his Wife, of the ſecond Part, *John Cary*, Brother and Heir at Law of the ſaid *Cyril Cary*, of the third Part, the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, of the fourth Part, and *Kenelm Keate* of, *&c.* Gent. of the fifth Part; and by other good Aſſurances in the Law, all the ſaid purchaſed Manors and Freehold Meſſuages, Lands, Tenements and Hereditaments (in Purſuance of the ſaid recited Agreement, and in Conſideration of the ſaid Sum of 16000 *l.* in the ſaid Indenture of Releaſe and Aſſignment mentioned to be paid by the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, in Manner therein expreſſed) are conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto and to the Uſe of them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, their Heirs and Aſſigns; and by the ſame Indenture, and for the ſame Conſiderations, all the ſaid purchaſed Leaſehold Lands, Tithes and Hereditaments, are aſſigned and transferred, or mentioned or intended to be aſſigned and transferred unto the ſaid *Kenelm Keate*, his Executors, Adminiſtrators and Aſſigns, in Truſt for them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, for all the now Reſidue of the Term or Terms of Years therein. And whereas the ſaid *George Gyles* and *Anne* his Wife, by reaſon of his Infancy, and of the Coverture of her the ſaid *Anne*, are at preſent incapable in Law to free, releaſe and diſcharge the ſaid purchaſed Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments of and from the ſaid 600 *l.* Portion and the Intereſt thereof, and of and from the ſaid Annuity or Annuities to which the ſaid *Anne* and the ſaid *George Gyles* her Huſband in her Right or one of them, are intitled unto, or may claim or pretend to be intitled unto, of, in, to or out of the ſaid purchaſed Manors, Lands and Hereditaments, or to receive and give legal Receipts and Diſcharges for the ſaid 600 *l.* Portion, and the Intereſt thereof, and the ſaid Annuity or Annuities, or any of them: And therefore it was at the Time of the ſaid Purchaſe offered and propoſed by and on the Behalf of them the ſaid *Darby Due* and *Eve* his Wife, *Flavia Fox*, *Guy Gee* and *Helena* his Wife, and conſented and agreed unto by them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, that 1500 *l.* *South-Sea* Annuities ſhould be purchaſed with Part of the ſaid 16000 *l.* Purchaſe-Money in the joint Names of them the ſaid *Noah North*, *Owen Oſborn*, *Peter Gee* and *Ralph Roll*, upon the Truſts and for the Purpoſes, and ſubject to the Agreements herein after in that Behalf mentioned, and to be and ſtand as a Fund of Security to indemnify and ſave harmleſs the ſaid Purchaſors and purchaſed Premiſſes, of, from and againſt the ſaid Portion, Intereſt and Annuities,

That it is doubtful whether ſhe be intitled to a ſecond Annuity upon the Will.

Recital that the Executors and Truſtees of another Teſtator have purchaſed Part of the Eſtates of the Deviſor.

The Purchaſe Deeds recited, bearing even Date herewith.

Recital that the Minor and Wife are incapable to Releaſe to the Purchaſors.

And that it was agreed that Part of the Purchaſe-Money ſhould be inveſted in *South-Sea* Annuities,

to ſtand as a Security to indemnify the Purchaſors;

nüities, and other the Claims and Demands of them the ſaid *George Gyles* and *Anne* his Wife, and of each or either of them, of, in, to or out of the ſaid purchaſed Premiſſes, every or any Part thereof. And whereas in Purſuance of the ſaid Propoſal and Agreement, and with the Privity and Conſent of the ſaid *Agnes Allen* and *Barbara Bell*, and at the Requeſt and by the Direction and Appointment of the ſaid *Darby Due* and *Eve* his Wife, *Flavia Fox*, and *Guy Gee* and *Helena* his Wife, (teſtified by their being Parties to and their Sealing and Delivery of theſe Preſents) they the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, or ſome of them, have laid out and inveſted, or cauſed to be laid out and inveſted 1600 *l.* Part of the ſaid 16000 *l.* in the Purchaſe of 1500 *l.* *South-Sea* Annuities, which have been transferred unto and are now ſtanding in the Books of the *South-Sea* Company in the joint Names of the ſaid *Noah North*, *Owen Oſborn*, *Peter Gee* and *Ralph Roll*; as by the Books of the ſaid Company appear, and which they the ſaid *Noah North*, *Owen Oſborn*, *Peter Gee* and *Ralph Roll*, the Truſtees for the ſaid Annuities, do hereby own and acknowledge. Now this Indenture witneſſeth, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them, and of theſe Preſents, that the ſaid 1500 *l.* *South-Sea* Annuities ſo transferred unto and ſtanding in the Names of them the ſaid *Noah North*, *Owen Oſborn*, *Peter Gee* and *Ralph Roll* as aforeſaid, are and were ſo to them transferred only as Truſtees, as a Fund and Security for ſuch Indemnification, and upon ſuch Truſts, and for ſuch Purpoſes, and under and ſubject to ſuch Agreements, as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, In caſe and for ſo long Time as they the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, or any of them, their or any of their Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid the accruing Intereſt of the ſaid 600 *l.* Portion, and all ſuch Annuity or Annuities, as they the ſaid *George Gyles* and *Anne* his Wife, or either of them, are, is or ſhall, or may be intitled unto, or can or may claim or pretend to out of the ſaid purchaſed Manors, Meſſuages, Lands, Hereditaments and Premiſſes, or any Part thereof, by Virtue of the ſaid firſt recited Indenture of Releaſe, and the ſaid Will of the ſaid *Cyril Cary*, or either of them, as the ſame ſhall from Time to Time reſpectively become due and payable, and alſo ſhall and do in the mean Time well and ſufficiently ſave, defend, keep harmleſs and indemnified them the ſaid Purchaſors, and each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators, Aſſigns and Truſtees, and the ſaid purchaſed Premiſſes, and every Part thereof, of, from and againſt the Payment of the ſaid 600 *l.* Portion, and the Intereſt thereof, and all ſuch Annuity or Annuities as are laſt mentioned, every or any Part thereof, and of, from and againſt all Loſs, Coſts, Charges, Damages and Expences which they the ſaid Purchaſors, or any of them, their or any of their Heirs, Executors, Adminiſtrators, Aſſigns or Truſtees, ſhall or may ſuſtain, expend or be put unto at Law or in Equity, or otherwiſe howſoever, for or by Reaſon or Means of Nonpayment, or not due Payment of the ſame Portion, Intereſt and Annuity or Annuities, every or any Part thereof, upon Truſt that they the ſaid *Noah North*, *Owen Oſborn*, *Peter Gee* and *Ralph Roll*, and the Survivors and Survivor of them, his Executors and Adminiſtrators, and ſuch others on whom the Truſts hereby declared or created ſhall for the Time being belong, ſhall and do permit and ſuffer, and fully authorize and impower them the ſaid *Darby Due*, *Flavia Fox*, and *Guy Gee* reſpectively, and their reſpective Executors and Adminiſtrators, to receive and take the clear yearly Dividends and Intereſt of the ſaid 1500 *l.* *South-Sea* Annuities, as the ſame ſhall from Time to Time ariſe and become due, to and for their own reſpective Uſe and Benefit in the Proportions following; that is to ſay, One full third Part thereof to be received by the ſaid *Darby Due*, his Executors and Adminiſtrators; one other full third Part thereof to be received by the ſaid *Flavia Fox*, her Executors and Adminiſtrators, and the remaining full third Part thereof to be received by the ſaid *Guy Gee*, his Executors and Adminiſtrators; and upon this further Truſt, that in caſe at any Time or Times hereafter Default ſhall happen to be made of or in Payment of the ſaid 600 *l.* Portion, or any Part thereof, or of the accruing Intereſt thereof, or any Part thereof, or of ſuch Annuity or Annuities as aforeſaid, or any Part thereof, or for want, or in Default or Neglect of ſuch Indemnification as aforeſaid, then and

which has been inveſted accordingly, and the Annuities transferred to Truſtees.

The Clauſe declaring the Truſt of the Annuities.

On Default of Payment, the Truſtees to levy, &c. by Profits or Sale,

and ſo often they the aforeſaid Truſtees for the ſaid *South-Sea* Annuities, or the Survivors or Survivor of them, his Executors or Adminiſtrators, or ſuch others on whom the ſaid Truſts ſhall for the Time being devolve, ſhall and do by and out of the yearly Dividends and Intereſt of the ſaid *South-Sea* Annuities, or by Sale of all or any or a competent Part of the Capital of the ſame Annuities, or by ſuch other Ways or Means as the ſaid Truſtees for the Time being ſhall think fit, raiſe and levy ſuch Sum and Sums of Money as ſhall from Time to Time be ſufficient and neceſſary to anſwer, pay and ſatisfy the ſaid 600 *l.* Portion, and the Intereſt thereof, and ſuch Annuity or Annuities as aforeſaid, or ſuch Part or Parts thereof as ſhall be due and payable, and whereof ſuch Default of Payment ſhall happen to be made as aforeſaid, together alſo with all ſuch Loſs, Coſts, Charges, Damages and Expences as they the ſaid Purchaſors, or any of them, their or any of their Heirs, Executors, Adminiſtrators, Aſſigns or Truſtees, or the Truſtees for the Time being for the ſaid *South-Sea* Annuities, or any of them, ſhall ſuſtain, expend, or be put unto at Law or in Equity, or otherwiſe howſoever, for or by Reaſon or Means of ſuch Nonpayment, or not due Payment of the aforeſaid Portion and Intereſt, and Annuity or Annuities laſt mentioned, every or any Part thereof, or for want, or in Default or Neglect of ſuch Indemnification as aforeſaid, or in or about the Execution of the Truſts hereby created and declared, every or any of them, and ſhall and do pay, apply and diſpoſe of the ſame Monies (when ſo raiſed) accordingly. Provided always nevertheleſs, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that when and ſo ſoon as the ſaid purchaſed Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, and every Part thereof, ſhall to the good Liking and Satisfaction of them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, or the Survivors or Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, or of his, her or their Counſel learned in the Law, be freed and abſolutely releaſed and diſcharged at Law and in Equity, of, from and againſt the ſaid Portion of 600 *l.* and the Intereſt thereof, and every Part thereof, and of, from and againſt all ſuch Annuity or Annuities as aforeſaid, and every Part thereof, and all Arrears thereof every or any Part thereof, and that ſuch Indemnification as aforeſaid ſhall have been fully made, and that all ſuch Loſs, Coſts, Charges, Damages and Expences as aforeſaid, together with the Truſtees Coſts and Charges in and about the Execution of theſe Preſents, ſhall be fully paid and ſatisfied, then and immediately thereupon, or ſo ſoon after as conveniently may be, the ſaid Truſtees for the Time being for the ſaid *South-Sea* Annuities ſhall and will at the Requeſt, Coſts and Charges of them the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee* reſpectively, or their reſpective Executors or Adminiſtrators, transfer and pay the ſaid 1500 *l.* *South-Sea* Annuities, or ſo much thereof as ſhall then remain undiſpoſed of for the Purpoſes aforeſaid, and all Dividends and Intereſt then thereupon due in the Proportions and Manner following; that is to ſay, One full third Part thereof unto the ſaid *Darby Due*, his Executors, Adminiſtrators or Aſſigns, to and for his and their own Uſe and Benefit; one other full third Part thereof unto the ſaid *Flavia Fox*, her Executors, Adminiſtrators or Aſſigns, to and for her and their own Uſe and Benefit, and the remaining full third Part thereof unto the ſaid *Guy Gee*, his Executors, Adminiſtrators or Aſſigns, to and for his and their own Uſe and Benefit. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe any Part or Parts of the ſaid 1500 *l.* *South-Sea* Annuities ſhall by Authority of Parliament or otherwiſe be redeemed or paid in before the aforeſaid Truſts ſhall be fully performed, then and in ſuch Caſe and ſo often it ſhall and may be lawful to and for the ſaid Truſtees for the Time being, for the ſame Annuities, to lay out and inveſt the Monies to be ſo paid, in the Purchaſe of the like *South-Sea* Annuities in their joint Names, upon the Truſts, and ſubject to the Proviſoes and Agreements aforeſaid. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe either of them the ſaid *Noah North* and *Owen Oſborn*, the Truſtees nominated by the ſaid Purchaſors, ſhall happen to die before the aforeſaid Truſts ſhall be fully performed, then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid Purchaſors, Parties hereto, or the Survivors or Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, to name and appoint one other

with Charges, &c.

On the Diſcharge of the purchaſed Lands, the Truſtees to transfer, &c.

to the Vendors their Shares.

Proviſo in caſe of Redemption of Part of the *South-Sea* Annuities by Parliament,

the Truſtees to reinveſt the Money.

If a Truſtee dies, the Purchaſors may appoint another in his Room.

other fit and proper Perſon as a Truſtee for the Purpoſes aforeſaid, in the Room and Stead of ſuch of them the ſaid *Noah North* and *Owen Oſborn* as ſhall ſo happen to die, and ſo from Time to Time, and as often as any Truſtee named by the ſaid Purchaſors, or any of them, their or any of their Heirs or Aſſigns ſhall happen to die whilſt the aforeſaid Truſts, or any of them, ſhall be ſubſiſting; and in caſe either of them the ſaid *Peter Gee* and *Ralph Roll*, the Truſtees nominated by the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, ſhall happen to die before the aforeſaid Truſts ſhall be fully performed, then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, or the Survivors or Survivor of them, and the Executors or Adminiſtrators of ſuch of them as ſhall be then dead, to name and appoint one other fit and proper Perſon as a Truſtee for the Purpoſes aforeſaid, in the Room and Stead of ſuch of them the ſaid *Peter Gee* and *Ralph Roll* as ſhall happen to die, and ſo from Time to Time, and as often as any Truſtee named by them the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, or any of them, their or any of their Executors or Adminiſtrators ſhall happen to die whilſt the aforeſaid Truſts, or any of them, ſhall be ſubſiſting. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that when and ſo often as any new Truſtee or Truſtees ſhall be named in Manner and for the Purpoſes aforeſaid in the Room and Stead of any of the ſaid preſent or future Truſtee or Truſtees, then and ſo often the ſurviving Truſtee or Truſtees for the Time being of the ſaid Truſt Premiſſes, ſhall at the Coſts and Charges of the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, or ſome of them, their or ſome of their Executors or Adminiſtrators, transfer and make over the ſaid Truſt *South-Sea* Annuities, or ſo much thereof as ſhall be then remaining, ſo and in ſuch Manner as that the ſame ſhall be legally and effectually veſted in the joint Names of ſuch new Truſtee or Truſtees, and of ſuch ſurviving Truſtee or Truſtees, upon the Truſts aforeſaid, and ſo from Time to Time, and as often as the like Caſe ſhall happen. And the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, do hereby for themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, jointly and ſeverally covenant, promiſe, grant and agree to and with the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, their Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, That they the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, or ſome or one of them, their or ſome or one of their Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto them the ſaid *George Gyles* and *Anne* his Wife, or one of them, their or one of their Executors or Adminiſtrators, the ſaid 600*l.* Portion, (in caſe the ſame be really and juſtly due and payable) and alſo the accruing Intereſt thereof, and all ſuch Annuity or Annuities as aforeſaid as and when the ſame Portion, Intereſt, and Annuity or Annuities ſhall reſpectively become due and payable, and that the Perſon or Perſons intitled thereto ſhall be capable legally and effectually to releaſe, diſcharge and give Receipts for the ſame; and ſhall and will in the mean Time ſave, defend, keep harmleſs and indemnified them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, and each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators, Aſſigns and Truſtees, and the ſaid purchaſed Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, and every of them, and every Part thereof, of, from and againſt the ſame Portion, Intereſt and Annuity or Annuities, and every of them, and every Part thereof, and of, from and againſt all Actions, Suit in Law or Equity to be commenced, brought or proſecuted for or on Account thereof, or any Part thereof, and of, from and againſt all Loſs, Coſts, Charges, Damages and Expences which they the ſaid Parties laſt named, or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, ſhall ſuſtain, expend or be put unto, for or by Reaſon or Means of the Nonpayment or not due Payment of the ſame Portion, Intereſt and Annuity or Annuities, or any Part thereof; and alſo ſhall and will yearly once in every Year, during the aforeſaid Truſts, produce and ſhew forth unto them the ſaid Purchaſors, or ſome or one of them, or their, or ſome or one of their Heirs or Aſſigns, the Receipts and Diſcharges for the ſaid Intereſt, and Annuity or Annuities, as the ſame ſhall become due and be paid, and when and ſo ſoon as the ſaid 600*l.* Portion ſhall be paid, or otherwiſe effectually releaſed and diſcharged, ſhall and will

The like as to the Truſtees for the Vendors, the Deviſees of the Reſiduary Eſtates.

In caſe of new Truſtees,

Care taken to veſt in him, *&c.* along with his Co-Truſtee.

The laſt mentioned Deviſees covenant to pay the Monies, *&c.* charged on the Lands,

and indemnify the Purchaſors.

And yearly produce Receipts, and on Payment of Principal, a Part or attested Copy of the Releaſe,

will at the Coſts and Charges of the ſaid Purchaſors, or ſome or one of them, their, or ſome or one of their Heirs or Aſſigns, deliver, or cauſe or procure to be delivered to him, her or them, one Part of ſuch Releaſe or Diſcharge, in Caſe the ſame can be procured, if not then an atteſted Copy of ſuch Releaſe or Diſcharge, with a Covenant to produce the ſame. Provided always, and it is hereby agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe the ſaid *George Gyles* and *Anne* his Wife, or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, ſhall at any Time or Times hereafter commence or bring any Action or Actions, Suit or Suits at Law or in Equity, or by any other Ways or Means proceed againſt them the ſaid Purchaſors, their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, for the Recovery of the ſaid 600 *l.* Portion, or any Part thereof, or the Annuity or Annuities ſo claimed or pretended to be due and payable to the ſaid *George Gyles* and *Anne* his Wife, or either of them as aforeſaid, or for any other Cauſe by Reaſon of the Premiſſes, then and in ſuch Caſe and ſo often as any ſuch Action, Suit or Proceedings ſhall be commenced, brought or proſecuted, the ſaid Purchaſors, their Heirs or Aſſigns, or ſome of them, ſhall forthwith give, or cauſe to be given Notice thereof in Writing to the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, ſome or one of them, their, ſome or one of their Executors, Adminiſtrators or Aſſigns, or to the ſaid *Peter Gee* and *Ralph Roll*, or one of them, or ſuch other Perſon or Perſons on whom the Truſt of the ſaid *South-Sea* Annuities ſhall from Time to Time devolve as Truſtees of and nominated by the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, their reſpective Executors, Adminiſtrators and Aſſigns, to the Intent that they the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, their reſpective Executors, Adminiſtrators or Aſſigns may appear to and defend, and they are hereby impowered and authorized from Time to Time to appear to and defend all or any ſuch Action, Suits and Proceedings for and in the Names of them the aforeſaid Purchaſors, their Heirs and Aſſigns; and likewiſe it is agreed, that they the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, and their reſpective Executors, Adminiſtrators and Aſſigns, ſhall and may in the Names of them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, their Heirs and Aſſigns, or any of them, bring, commence and carry on any ſuch Croſs Bill, Action, or Suit or Suits at Law or in Equity againſt them the ſaid *George Gyles* and *Anne* his Wife, or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons, as Counſel ſhall adviſe to be made Party or Parties to ſuch Suit, for or in reſpect of the ſaid Demands of the ſaid *George Gyles* and *Anne* his Wife, or for the Aſcertaining or Settling the ſame, or any Thing relating thereunto, as they the ſaid *Darby Due*, *Flavia Fox* and *Guy Gee*, and their reſpective Executors, Adminiſtrators or Aſſigns, or their or any of their Counſel learned in the Law ſhall adviſe; they the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, and their Heirs, and the ſaid purchaſed Premiſſes being from Time to Time indemniſied and kept harmleſs as aforeſaid. In witneſs, *&c.*

The Purchaſors to give Notice if ſued, *&c.*

Power here given to defend, *&c.*

or ſue, as to the Matters in Demand of the Minor and his Wife.

An Agreement on a Purchaſe to veſt Part of the Purchaſe-Money of Lands in South-Sea *Annuities to indemnify the Purchaſor under a Will, until one of the Legatees (who refuſed) ſhould join in the Conveyance, or the Will ſhould be proved in Chancery*, &c. N° 13.

THIS Indenture quadrupartite, made the tenth Day of *September Anno Domini* 1734. and in the eighth Year of the Reign, *&c.* between *Ferdinando Folk* of *London*, Eſq; and *Hannah Folk* his Wife, of the firſt Part; *Blanch Bitton* of, *&c.* Widow, and *Celia Rolls* of, *&c.* Spinſter, (two of the ſix Siſters and Coheirs of Sir *Dennis Rolls* late of, *&c.* Baronet, deceaſed) and *Edgar Edwards* of, *&c.* Eſq; of the ſecond Part; *Jane Kent* (Wife of *John Kent* of, *&c.* Eſq;) and one other of the Siſters and Coheirs of the ſaid *Dennis Rolls*, of the third Part; and Sir *Gregory Granger* of, *&c.* Baronet, and *Leonard Lemm* of, *&c.* Eſq; of the fourth Part. Whereas the ſaid Sir *Dennis Rolls* in and by his laſt Will and Teſtament in Writing by him duly publiſhed, dated on or about the ſixth Day of *April*, which was in the Year of our Lord 1732. did (among other Things) give and

A Will recited whereby Lands, *&c.* are deviſed to Truſtees to ſell, and divide the Money among ſix Legatees,

and bequeath all and every the Freehold, Manors, Rectories, Meſſuages, Lands and Hereditaments herein after mentioned, together with divers other Lands and Hereditaments unto the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, their Heirs and Aſſigns, in Truſt to ſell the ſame, and to divide the Money ariſing therefrom into ſix equal Parts, which he thereby gave and diſpoſed of in Manner following; that is to ſay, One ſixth Part thereof unto the ſaid *Blanch Bitton*, one other ſixth Part thereof unto the ſaid *Celia Rolls*, and the four other ſixth Parts thereof unto the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, in Truſt and for the ſole and ſeparate Uſe, Benefit and Diſpoſal of his four other Siſters *Catherine Dent*, Wife of *David Dent*, Eſq; *Elizabeth Fount*, Wife of *Francis Fount*, Eſq; *Grace Hunt*, Wife of *Henry Hunt*, Eſq; and the ſaid *Jane Kent*, Wife of the ſaid *John Kent*, in equal Proportions, in Manner in his ſaid Will in that Behalf expreſſed and directed, and of his ſaid Will made the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards* Executors, who have ſince duly proved the ſame in common Form, and taken on themſelves the Burden of the Execution thereof; as by the ſaid in Part recited Will, and the Probate thereof under the Seal of the Prerogative Court of *Canterbury*, Relation being thereunto had, may more fully appear. And whereas the ſaid *Hannah Folk*, with the Privity, Conſent and Approbation of the ſaid *Ferdinando Folk*, lately contracted and agreed with the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, with the Conſent and Approbation of the ſaid other Siſters and Coheirs of the ſaid Sir *Dennis Rolls* and their Huſbands, for the abſolute Purchaſe of the Manors of *Itton* and *Kennon*, with their Appurtenances, in the County of *Rutland*, and of all other the Manors and Freehold, Rectories, Meſſuages, Lands, Tenements, Tithes, Rents and Hereditaments whatſoever late of the ſaid Sir *Dennis Rolls*, in or near *Itton*, *Lens* and *Marran*; or any of them in the ſame County, with their Appurtenances, (but ſubject to the Dower of Dame *Olivia Rolls*, Widow, of and in divers Parts and Parcels of the ſame Premiſſes) and alſo for the abſolute Purchaſe of divers Copyhold Meſſuages, Lands and Hereditaments late of the ſaid Sir *Dennis Rolls*, held of the Manors of *Quinton* and *Panto* in the ſaid County of *Rutland*, (and to which the ſaid ſix Siſters and Coheirs of the ſaid Sir *Dennis Rolls* were ſoon after his Deceaſe admitted to them and their Heirs according to the Cuſtom of the ſame Manors) with their Appurtenances, for the Sum or Price of 20000 *l.* of lawful Money of *Great Britain*, to be paid by her the ſaid *Hannah Folk* by and out of her own ſeparate Monies and Eſtate, with Intent that the ſaid purchaſed Premiſſes ſhould be reſpectively conveyed, ſurrendered and aſſured unto and to the Uſe of the Truſtees of her the ſaid *Hannah Folk* herein after named, their Heirs and Aſſigns, in Truſt for her ſole and ſeparate Uſe and Benefit, and to be at her ſole and ſeparate Diſpoſe in Manner herein after referred to. And whereas by Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled, or intended to be inrolled in the High Court of Chancery, bearing Date reſpectively the twelfth and thirteenth Days of *Auguſt* now laſt paſt, the Releaſe and Bargain and Sale being Quadrupartite, and made or mentioned to be made between the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards* of the firſt Part, the ſaid *David Dent* and *Catherine* his Wife, *Francis Fount* and *Elizabeth* his Wife, *Henry Hunt* and *Grace* his Wife, and *John Kent* and *Jane* his Wife (as they are therein ſeverally named and deſcribed) of the ſecond Part; the ſaid *Ferdinando Folk* and the ſaid *Hannah Folk* his Wife, of the third Part; and the ſaid Sir *Gregory Granger* and *John Irons* of, *&c.* Eſq; of the fourth Part; and Fine in the ſame Releaſe covenanted and agreed to be levied by the ſaid *Blanch Bitton*, *Celia Rolls*, *Edgar Edwards*, *David Dent* and *Catherine* his Wife, *Francis Fount* and *Elizabeth* his Wife, *Henry Hunt* and *Grace* his Wife, and *John Kent* and *Jane* his Wife, unto the ſaid *Ferdinando Folk*, Sir *Gregory Granger* and *John Irons*, or the Survivors or Survivor of them, and the Heirs of one of them, in Purſuance of the ſaid recited Agreement, and in Conſideration of the ſaid Sum of 20000 *l.* (Part of the ſeparate Monies and Eſtate of the ſaid *Hannah Folk*) in the ſaid Indentures of Releaſe and Bargain and Sale mentioned to be paid to the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, by her the ſaid *Hannah Folk* at or before the Execution of the ſame Indentures, as well with the Conſent and Approbation of the ſaid *Ferdinando Folk*, as at the Requeſt and by the Direction and with the Privity, Conſent and Agreement of the ſaid *David Dent* and *Catherine* his Wife, *Francis Fount* and *Elizabeth* his Wife,

which is proved in the Spiritual Court.

Agreement for the abſolute Purchaſe (by a Wife, with her ſeparate Money, by Conſent of her Huſband) recited,

comprizing Copyholds.

And a Conveyance of the Premiſſes by Leaſe, Releaſe and Fine (in Purſuance of the Agreement) recited,

by which the Premiſſes

Wife, *Henry Hunt* and *Grace* his Wife, and *John Kent* and *Jane* his Wife, to be by them the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards* paid, applied and diſpoſed of according to the Directions of the ſaid in Part recited Will in that Behalf, and for other the Conſiderations in the ſame Indentures expreſſed, all the ſaid purchaſed Freehold Manors, Rectories, Meſſuages, Lands, Tenements, Tithes, Rents and Hereditaments, are and were conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto and to the Uſe of the ſaid *Ferdinando Folk*, Sir *Gregory Granger* and *John Irons*, their Heirs and Aſſigns, in Truſt and for the ſole and ſeparate Uſe and Benefit, and to be at the ſole and ſeparate Diſpoſe of the ſaid *Hannah Folk*, in Manner in the ſame Indentures of Releaſe and Bargain and Sale in that Behalf expreſſed, and upon other the Truſts therein mentioned; and for the Conſiderations aforeſaid, and in further Purſuance of the ſaid recited Agreement, the ſaid *Blanch Bitton*, *Celia Rolls*, *David Dent*, *Francis Fount*, *Henry Hunt* and *John Kent*, did in and by the ſaid Indenture of Releaſe covenant and agree, or are therein mentioned to covenant and agree to and with the ſaid *Ferdinando Folk*, Sir *Gregory Granger* and *John Irons*, their Heirs and Aſſigns, that they the ſaid *Blanch Bitton*, *Celia Rolls*, *David Dent* and *Catherine* his Wife, *Francis Fount* and *Elizabeth* his Wife, *Henry Hunt* and *Grace* his Wife, and *John Kent* and *Jane* his Wife, reſpectively ſhould and would, at the Coſts and Charges of the ſaid *Hannah Folk*, or her Heirs, ſurrender the ſaid purchaſed Copyhold Meſſuages, Lands and Hereditaments, with their Appurtenances, to the Uſe of the ſaid *Ferdinand Folk*, Sir *Gregory Granger* and *John Irons*, their Heirs and Aſſigns, according to the Cuſtom of the ſaid ſeveral Manors whereof the ſame are reſpectively held, upon the like Truſts nevertheleſs for the ſole and ſeparate Uſe and Benefit, and to be at the ſole and ſeparate Diſpoſe of the ſaid *Hannah Folk*, and upon other the like Truſts in all Reſpects as were therein before expreſſed and declared of and concerning the aforeſaid Freehold Premiſſes, or as near thereto as might be; as by the ſaid recited Indentures, Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid *Blanch Bitton*, *Celia Rolls*, *Edgar Edwards*, *David Dent* and *Catherine* his Wife, *Francis Fount* and *Elizabeth* his Wife, and *Henry Hunt* and *Grace* his Wife, have all of them duly ſealed and executed the ſaid ſeveral recited Indentures, and have alſo duly acknowledged the ſaid Fine ſo covenanted to be levied as aforeſaid; and all of them the ſaid *Blanch Bitton*, *Celia Rolls*, *Edgar Edwards*, *David Dent* and *Catherine* his Wife, *Francis Fount* and *Elizabeth* his Wife, and *Henry Hunt* and *Grace* his Wife, have likewiſe joined in ſurrendring the ſaid Copyhold Meſſuages, Lands and Hereditaments, to the Uſe of the ſaid *Ferdinando Folk*, Sir *Gregory Granger* and *John Irons*, their Heirs and Aſſigns, upon the Truſts in the ſaid Indenture of Releaſe in that Behalf agreed upon: But the ſaid *John Kent* and *Jane* his Wife, or either of them, have not, nor hath hitherto ſealed or executed the ſaid recited Indentures, or acknowledged the aforeſaid Fine, or ſurrendred or joined in ſurrendring the ſaid Copyhold Premiſſes, to the Uſe of the ſaid Truſtees of the ſaid *Hannah Folk*, upon the Truſt aforeſaid; but the ſaid *John Kent*, and by his Order the ſaid *Jane* his Wife, have hitherto refuſed to ſeal and execute the ſaid Indentures, or to acknowledge the ſaid Fine, or to ſurrender or join in ſurrendring the ſaid Copyhold Premiſſes: And therefore at the Deſire and Requeſt of the ſaid *Jane Kent*, (teſtified by her being a Party, and her Signing and Sealing of theſe Preſents) it was agreed by and between all the ſaid Parties hereto, upon ſuch Refuſal of the ſaid *John Kent* as aforeſaid, that ſhe the ſaid *Hannah Folk* ſhould only pay down to the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards*, the Sum of 20000 *l.* (in Part of the ſaid 24000 *l.* Purchaſe-Money) which ſhe only paid accordingly on the Execution of the ſaid Indentures, and that the Sum of 4000 *l.* Reſidue of the ſaid 20000 *l.* being the ſixth Part, Share and Proportion of the ſaid *Jane Kent* of and in the ſaid 20000 *l.* Purchaſe-Money, ſhould be laid out in the Purchaſe of Annuities, to be transferred and taken in the joint Names of the ſaid Sir *Gregory Granger*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, upon the Truſts, and for the Purpoſes, and ſubject to the Agreements herein after expreſſed and declared of and concerning the ſame. And whereas in Purſuance of the ſaid recited Agreement, and at the Deſire and Requeſt of the ſaid *Jane Kent*, the ſaid *Blanch Bitton* and *Edgar Edwards* have purchaſed, or procured to be purchaſed 3800 *l.* *South-Sea*

are conveyed to Truſtees for the Feme Covert.

A Covenant in the Deed of Releaſe, to ſurrender the Copyholds, &c. recited,

And that all the Legatees and their Truſtees have executed thoſe Deeds, levied the Fine, and ſurrendred the Copyholds, one Huſband and Wife excepted, her Huſband refuſing, &c.

Agreement (to which ſhe is a Party) recited, that one ſixth Part of the Purchaſe-Money ſhould be laid out in *South-Sea* Annuities in Truſt, &c.

and that the ſame has been laid out accordingly.

Sea Annuities, with and for the ſaid Sum of 4000 *l.* which is to be paid by the ſaid *Hannah Folk*, in full of the ſaid 20000 *l.* Purchaſe-Money; and the ſaid 3800 *l.* *South-Sea* Annuities are transferred, or are intended to be forthwith transferred in the Transfer-Books of the *South-Sea* Company kept for that Purpoſe, in the joint Names of the ſaid Sir *Gregory Granger*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, upon the Truſts, and for the Purpoſes, and under and ſubject to the Agreements herein after expreſſed and declared of and concerning the ſame. Now therefore this Indenture witneſſeth, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them, and of theſe Preſents, that the ſaid 3800 *l.* *South-Sea* Annuities ſo purchaſed and transferred, or intended to be transferred in the joint Names of the ſaid Sir *Gregory Granger*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm* as aforeſaid, are ſo transferred, or to be transferred upon the Truſts and for the Purpoſes herein after mentioned and declared of and concerning the ſame; that is to ſay, In the firſt Place in Truſt and for and as a collateral Security to the ſaid *Hannah Folk*, her Heirs, Executors, Adminiſtrators and Aſſigns, againſt the ſaid *John Kent* and *Jane* his Wife, and each of them, their and each of their Heirs, Executors and Adminiſtrators, and all and every Perſon and Perſons whatſoever having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſaid purchaſed Freehold and Copyhold Manors, Meſſuages, Lands, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for them, or either or any of them. And therefore it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid Sir *Gregory Granger*, *Blanch Bitton*, *Edgar Edwards* and *Leonard Lemm*, (the ſaid Truſtees for the ſaid Annuities) their Executors, Adminiſtrators and Aſſigns, in the firſt Place by Sale of the ſaid 3800 *l.* *South-Sea* Annuities, or a competent Part thereof, to raiſe ſo much good and lawful Money of *Great Britain* as ſhall be ſufficient and neceſſary from Time to Time to reimburſe, pay and ſatisfy unto the ſaid *Hannah Folk*, her Heirs, Executors, Adminiſtrators and Aſſigns, and her ſaid Truſtees, their Heirs and Aſſigns, all ſuch Sum and Sums of Money, Loſs, Coſts, Charges, Damages and Expences whatſoever as ſhe, they or any of them ſhall or may pay, ſuſtain, ſuffer, expend or be put unto at Law or in Equity, or otherwiſe howſoever, for or by Reaſon or on Account of the ſaid *John Kent* and *Jane* his Wife, their not having ſealed and executed the aforeſaid Indentures, or their not having acknowledged the aforeſaid Fine, or their not having joined in the aforeſaid Surrender, or otherwiſe howſoever, for or by Reaſon or on Account of any Defect in the Title to the Part or Share of the ſaid *Jane Kent*, of, in and to the ſaid Freehold and Copyhold Premiſſes, or any Part thereof, by Reaſon of ſuch Refuſal of the ſaid *John Kent* and *Jane* his Wife as aforeſaid, and ſhall and do pay and apply the ſaid Monies when ſo raiſed accordingly. And upon this further Truſt, that they the ſaid Truſtees for the ſaid *South-Sea* Annuities, their Executors, Adminiſtrators and Aſſigns, ſhall and do pay the yearly Dividends and Intereſt of the ſaid Annuities, as the ſame ſhall ariſe and be received, unto the ſaid *Jane Kent*, her Executors, Adminiſtrators or Aſſigns, or permit and ſuffer, or authorize and impower her or them to receive the ſame, to and for her and their own Uſe and Benefit, for ſo long Time as the ſaid *Hannah Folk*, her Heirs and Aſſigns, or her ſaid Truſtees, ſhall peaceably and quietly have, hold and enjoy the ſaid purchaſed Freehold and Copyhold Premiſſes, and every Part thereof, and ſhall be permitted to receive and take the Rents and Profits thereof, and of every Part thereof, without the Let, Suit, Trouble, Eviction or Interruption of the ſaid *John Kent* and *Jane* his Wife, or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons whomſoever claiming or to claim from, by or under or in Truſt for them, or either or any of them; And upon this further Truſt, that when and ſo ſoon as the ſaid *John Kent* and *Jane* his Wife, or the ſaid *Jane Kent* alone (in Caſe ſhe ſurvive the ſaid *John Kent* her now Huſband) ſhall have duly ſealed and executed the ſaid ſeveral recited Indentures, and acknowledged the aforeſaid Fine of the ſaid Freehold Premiſſes, and ſhall have ſurrendred, or joined in ſurrendring the Part and Share of the ſaid *John Kent* of and in the ſaid Copyhold Premiſſes in Manner aforeſaid,

The Agreement that they ſhall ſtand as a collateral Security to the Feme-Covert Purchaſor againſt the Baron and Feme who have not joined, *&c.*

and that the Truſtees may ſell, to pay the Purchaſor all Loſſes, *&c.* occaſioned by Huſband and Wife not joining in the Deeds, *&c.*

and in the mean Time to pay the Dividends to the Feme-Covert Legatee,

and upon perfecting the Title to the Purchaſor, to tranſfer

aforeſaid, or that the ſaid *John Kent* and *Jane* his Wife, or (after the Deceaſe of the Survivor of them) the Heirs of her the ſaid *Jane*, ſhall to the good Liking and Satisfaction of the ſaid *Hannah Folk* and her ſaid Truſtees, their Heirs or Aſſigns, or her or their Counſel learned in the Law, legally and effectually convey, ſurrender and aſſure all the Part, Share, Eſtate, Right, Title, Truſt and Intereſt of them the ſaid *John Kent* and *Jane* his Wife, and of each or either of them the ſaid *John Kent* and *Jane* his Wife, and of her Heirs, of and in all and every the ſaid purchaſed Freehold and Copyhold Premiſſes, Manors, Meſſuages, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid Truſtees of the ſaid *Hannah Folk*, their Heirs and Aſſigns, in Truſt and for her ſole and ſeparate Uſe and Benefit, and to be at her ſole and ſeparate Diſpoſe, according to the Purport, true Intent and Meaning of the ſaid recited Indenture of Releaſe; then they the ſaid Truſtees for the ſaid *South-Sea* Annuities, their Executors, Adminiſtrators or Aſſigns, ſhall upon the Requeſt and at the Coſts and Charges of the ſaid Truſtees and Executors of the ſaid *Dennis Rolls* transfer, or cauſe to be transferred the ſaid 3800*l.* *South-Sea* Annuities, or ſo much thereof as ſhall be then remaining unſold and undiſpoſed of, for the Purpoſes aforeſaid, unto the ſaid Truſtees and Executors of the ſaid Sir *Dennis Rolls*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, in Truſt for her the ſaid *Jane Kent*, or unto ſuch Perſon or Perſons as ſhe ſhall in that Behalf by Writing under her Hand direct or appoint. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe and when and ſo ſoon as the ſaid Truſtees and Executors of the ſaid Sir *Dennis Rolls* ſhall at their own Coſts and Charges cauſe and procure the ſaid laſt Will and Teſtament to be duly proved in the High Court of Chancery, in order to perpetuate the Teſtimony of the Witneſſes thereto, and ſhall cauſe the Depoſitions of ſuch Witneſſes to be duly filed and inrolled in the ſaid Court, and ſhall deliver an Office-Copy of ſuch Probate and Depoſitions, and of the Bill and Anſwer previous thereto, unto the ſaid *Hannah Folk*, her Heirs or Aſſigns, or to her ſaid Truſtees, or any of them, then and in ſuch Caſe the ſaid Truſtees for the ſaid *South-Sea* Annuities, their Executors, Adminiſtrators or Aſſigns, ſhall upon the like Requeſt, and at the like Coſts and Charges of the ſaid Truſtees and Executors of the ſaid Sir *Dennis Rolls* transfer, or cauſe to be transferred all the then Remainder of the ſaid 3800*l.* *South-Sea* Annuities, not ſold or diſpoſed of for the Purpoſes aforeſaid, unto them the ſaid Truſtees and Executors of the ſaid Sir *Dennis Rolls*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, in Truſt for the ſaid *Jane Kent*, or unto ſuch Perſon or Perſons as ſhe ſhall in that Behalf, by Writing under her Hand, direct or appoint; which 3800*l.* Annuities by Agreement between all the ſaid Parties to theſe Preſents are in that Caſe to remain ſtanding in the Books of the ſaid *South-Sea* Company, in the joint Names of the ſaid Truſtees for the ſaid Annuities, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, till ſuch Time as the Part and Share of the ſaid *Jane Kent* of and in the ſaid Copyhold Premiſſes ſhall be legally and effectually ſurrendered and aſſured, according to the Cuſtom of the ſeveral Manors whereof the ſame are reſpectively held, to the Uſe of the ſaid Truſtees of the ſaid *Hannah Folk*, their Heirs and Aſſigns, in Truſt for her as aforeſaid, according to the Purport, true Intent and Meaning of the ſaid Indenture of Releaſe, and the ſaid Covenant therein contained, for ſurrendering the ſame Copyhold Premiſſes; and after ſuch legal and effectual Surrender ſhall be made, then the ſaid remaining Annuities, or ſo much thereof as ſhall not have been ſold for and towards the Indemnification of the ſaid *Hannah Folk*, her Heirs or Aſſigns, or her ſaid Truſtees as aforeſaid, ſhall thereupon, at ſuch Requeſt, Coſts and Charges as aforeſaid, be transferred ſo and in ſuch Manner as is herein before mentioned and agreed upon with reſpect to the Annuities laſt herein before agreed to be transferred as aforeſaid. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe any Part of the ſaid *South-Sea* Annuities ſhall be redeemed or paid off by the Authority of Parliament, or otherwiſe, before the aforeſaid Truſts be fully performed, then and in ſuch Caſe and ſo often, it ſhall be lawful to and for the ſaid Truſtees for the ſame Annuities, to lay out the Monies

the *South-Sea* Annuities to the Truſtees of the Feme Legatee.

And alſo upon Truſt to transfer, in Caſe her Truſtees prove the Will in Chancery, &c.

Agreement to replace any Part which may be paid off by Parliament.

to be paid in on ſuch Redemption as aforeſaid in the Purchaſe of the like *South-Sea* Annuities, in their joint Names, upon the ſame and the like Truſts, and ſubject to the ſame and the like Proviſoes and Agreements as are herein before expreſſed and declared of and concerning the ſaid Annuities to be ſo redeemed or paid off. In Witneſs, *&c.*

N° 14. *A Deed of Indemnity againſt a doubtful Title as to Part,* viz. *a Rectory,* &c. *The Purchaſor paid only Part of the Purchaſe-Money, and for the Reſidue made a Mortgage to the Vendor; the Vendor covenants that the Purchaſor may retain Part of the Money in his Hands (at Intereſt) until an Act,* &c. *or other Indemnity be procured; and that he will endeavour to procure it. The Rectory,* &c. *to be valued by Arbitrators, who may chuſe an Umpire. On Eviction at what Rate to be paid for.*

THIS Indenture made the tenth Day of *July Anno Domini* 1723. and in the ninth Year of the Reign of our Sovereign Lord *George, &c.* between *Amos Aſh* of *Bidford* in the County of *Cambridge,* Eſq; Nephew and Heir of *Bryan Aſh* late of *Bidford* aforeſaid, Eſq; deceaſed, of the one Part; and *Charles Cobb* of *Dell* in the County of *Glouceſter,* Gent. of the other Part. Whereas the ſaid *Charles Cobb* hath bought and purchaſed in the Names of himſelf and *Daniel Cobb,* Gent. his Son, of and from the ſaid *Amos Aſh,* for the Price or Sum of 15000 *l.* of lawful Money of *Great Britain,* the Manor or Manors of *Edlin* and *Felham,* with their Appurtenances, in the ſaid County of *Glouceſter,* and the Scite of the late Monaſtery of *Edlin* aforeſaid, and the Park there, and the Rectory of the Pariſh Church of *Edlin,* and the Advowſon of the Vicarage of the ſame Church, and the Glebe Lands, Tenths, Tithes, and other Hereditaments and Appurtenances whatſoever to the ſame Rectory belonging or in any wiſe appertaining, and divers other Meſſuages, Lands, Tenements and Hereditaments in *Edlin* and *Felham* aforeſaid and in *Gobland,* or ſome of them, in the ſaid County of *Glouceſter,* all which ſaid Manors, Rectory, Tithes, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo purchaſed as aforeſaid, were by Indentures of Leaſe and Releaſe and Bargain and Sale intended to be inrolled in Chancery, the Releaſe and Bargain and Sale bearing Date the Day before the Day of the Date of theſe Preſents, and made or mentioned to be made between the ſaid *Amos Aſh* of the one Part, and the ſaid *Charles Cobb* and *Daniel Cobb* of the other Part, in Conſideration of the ſaid Sum of 15000 *l.* in the ſaid Indentures of Releaſe and Bargain and Sale mentioned to be paid by the ſaid *Charles Cobb* to the ſaid *Amos Aſh,* granted and conveyed unto and to the Uſe of the ſaid *Charles Cobb* and *Daniel Cobb,* and the Heirs and Aſſigns of the ſaid *Charles Cobb,* in Truſt for the ſaid *Charles Cobb,* his Heirs and Aſſigns. And whereas upon executing the ſaid Deeds of Purchaſe only 5000 *l.* Part of the ſaid Sum of 15000 *l.* Purchaſe-Money were actually paid to the ſaid *Amos Aſh* by the ſaid *Charles Cobb,* and 10000 *l.* Reſidue thereof, together with Intereſt for the ſame at the Rate of 5 *l. per Cent. per Ann.* were agreed to be ſecured to the ſaid *Amos Aſh* by Mortgage of the Premiſſes, ſubject nevertheleſs to ſuch Deductions as are herein after mentioned; for which Purpoſe the ſaid *Charles Cobb* and *Daniel Cobb* have by Indentures bearing even Date with theſe Preſents, demiſed and mortgaged the Premiſſes to the ſaid *Amos Aſh,* his Executors, Adminiſtrators and Aſſigns, for the Term of one thouſand Years; as by the ſaid ſeveral Indentures of Leaſe, Releaſe, Bargain and Sale, and Demiſe and Mortgage, Relation being thereunto reſpectively had, may more fully appear. And whereas by Reaſon of the laſt Will and Teſtament of the ſaid *Bryan Aſh,* or otherwiſe, it may be very doubtful whether the ſaid *Amos Aſh* could legally and effectually ſell and convey the ſaid Rectory, and the ſaid Advowſon, Glebe Lands, Tenths, Tithes, Hereditaments and Appurtenances to the ſame belonging, unto the ſaid *Charles Cobb* and *Daniel Cobb,* and the Heirs and Aſſigns of the ſaid *Charles Cobb* in Manner aforeſaid; and therefore it was agreed by and between the ſaid *Amos Aſh* and *Charles Cobb* at the Time of the ſaid Purchaſe and Mortgage, that the Sum of 2000 *l.* Part of the ſaid Sum of 10000 *l.* ſecured

A Purchaſe by Leaſe, Releaſe and Bargain and Sale inrolled cited

of Manors, Rectory, *&c.*

and that the Purchaſor has paid only Part of the Money. The Reſidue to be ſecured by Mortgage of the Premiſſes to the Vendor, which is done by Indenture of this Date.

A Doubt recited as to the Vendor's Title, as to the Rectory,

and an Agreement thereon,

ſecured to the ſaid *Amos Aſh* by and upon the ſaid recited Demiſe and Mortgage as aforeſaid, ſhould notwithſtanding ſuch Mortgage remain and continue in the Hands of the ſaid *Charles Cobb*, his Heirs and Aſſigns, as a Security to indemnify him and them againſt all Loſs, Coſts, Charges, Damages and Expences, as he or they, or any claiming under him or them ſhould ſuſtain, or be put unto, for or by Reaſon of any Eviction, Diſturbance or Interruption from or by any Perſon or Perſons claiming or to claim any Eſtate, Right, Title or Intereſt of, in, to or out of the ſaid Rectory, or the ſaid Advowſon, Glebe Lands, Tithes, Hereditaments and Appurtenances thereunto belonging, or any of them, or any Part thereof, from, by or under the ſaid *Amos Allen* or the ſaid *Bryan Allen*, or any of his Anceſtors, or for or by Reaſon of any Annuity or Annuities, Rent or Rents charged or chargeable thereon, or iſſuing or paying thereout, except one Annuity or yearly Sum of 6 *l.* 6 *s.* 8 *d.* iſſuing or payable out of or chargeable upon the ſame Premiſſes, or ſome Part thereof, to or for the Vicar of *Edlin* and his Succeſſors, and alſo except one other Annuity or yearly Sum of 6 *l.* chargeable upon the ſaid purchaſed Premiſſes, or ſome Part thereof, to or for the Poor of *Edlin* for ever. Now this Indenture witneſſeth, that it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *Amos Aſh* doth hereby covenant and agree to and with the ſaid *Charles Cobb*, his Heirs and Aſſigns, that the ſaid Sum of 2000 *l.* Part of the aforeſaid Sum of 10000 *l.* ſhall remain and continue in his and their Hands for the Purpoſe aforeſaid, until either a good and effectual Title to the ſaid Rectory, Tithes and other the ſaid laſt mentioned Premiſſes, ſhall be by the ſaid *Amos Aſh*, his Heirs, Executors or Adminiſtrators, and at his and their own Charge, procured and obtained by Act of Parliament, or otherwiſe, to the Satisfaction of the ſaid *Charles Cobb*, his Heirs or Aſſigns, or his or their Counſel, or in caſe the ſame cannot within the Space of one Year next enſuing the Date hereof be procured or obtained, then until ſaid *Charles Cobb*, his Heirs or Aſſigns, ſhall be thereout fully ſatisfied and paid all ſuch Loſs, Coſts, Charges, Damages and Expences as he or they ſhall be put unto or ſuſtain for the Reaſons or Cauſes aforeſaid. And therefore it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, that for adjuſting the true and real Value of the ſaid Rectory and Tithes, and other the ſaid laſt mentioned Premiſſes, two different Perſons ſhall be forthwith choſen, the one to be nominated by the ſaid *Amos Aſh*, and the other by the ſaid *Charles Cobb*, who ſhall by all due and proper Ways and Means endeavour to inform themſelves of the Value thereof, and what they ſhall agree to be the Value thereof ſhall be binding and concluſive to the Parties hereunto, ſo as ſuch Valuation be made and declared under their Hands and Seals within the Space of ſix Calendar Months next after the Date hereof; and in Caſe they cannot within that Time agree upon the Value thereof, then at the End of the ſaid ſix Months they ſhall nominate and appoint an indifferent Perſon to be by them choſen and appointed under their Hands, who ſhall finally end and determine the ſame within the Space of three Calendar Months next after he ſhall be ſo elected and choſen, and whatſoever Value the ſaid Parties or Party ſo to be nominated or appointed reſpectively as aforeſaid ſhall put upon the ſame Premiſſes, or any Part thereof, the ſaid Parties to theſe Preſents, and their reſpective Heirs and Aſſigns, ſhall ſubmit to and abide by. And it is hereby further agreed, that in caſe all or any Part of the ſaid Rectory and Premiſſes laſt mentioned, or any Modus or Tithes in kind belonging to the ſame ſhall be recovered or evicted from the ſaid *Charles Cobb*, his Heirs or Aſſigns, or any claiming under him or them, then and in ſuch Caſe he or they ſhall and may deduct and retain by and out of the ſaid 2000 *l.* ſo much Money as the ſame ſhall amount unto upon ſuch Valuation as aforeſaid at the Rate of twenty-four Years Purchaſe; but in caſe upon procuring and obtaining ſuch good and effectual Title to the ſaid laſt mentioned Premiſſes by the ſaid *Amos Aſh*, his Executors or Adminiſtrators, or any Annuity or Annuities, Rent or Rents, ſhall be directed or agreed to be taken in Lieu and Satisfaction of the ſame, or any Part thereof, then and in ſuch Caſe the ſaid *Charles Cobb*, his Heirs and Aſſigns, ſhall and may deduct and retain by and out of the ſaid 2000 *l.* ſuch Sum or Sums of Money as ſuch Annuity or Annuities, Rent or Rents ſhall amount unto after the Rate of twenty-four Years Purchaſe, and the Reſidue and Overplus of the ſaid 2000 *l.* after ſuch Deductions in either of the

that Part of the Purchaſe-Money ſhould remain in the Hands of the Purchaſor to indemnify him againſt Incumbrances,

except two Annuities.

The Vendor covenants that the ſame Part of the Money ſhall remain, *&c.* until Indemnity procured,

The Rectory, *&c.* to be valued by Arbitrators.

Value to be retained in Caſe of Eviction,

the like in Caſe of Compoſition for ſuch Claim.

ſaid Caſes as aforeſaid, if any ſuch there be, ſhall be paid unto the ſaid *Amos Aſh*, his Executors or Adminiſtrators. And the ſaid *Amos Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, and agree to and with the ſaid *Charles Cobb*, his Heirs and Aſſigns, that he the ſaid *Amos Aſh*, his Heirs, Executors or Adminiſtrators, ſhall and will uſe his and their utmoſt Endeavours at the Charge and Expence of the ſaid *Amos Aſh*, his Heirs, Executors or Adminiſtrators, by Act of Parliament or otherwiſe, forthwith or ſo ſoon as conveniently may be, to cauſe or procure ſuch a good and effectual Title to be made of the ſaid Rectory, Tithes and laſt mentioned Premiſſes unto the ſaid *Charles Cobb*, his Heirs and Aſſigns, as he or they or his or their Counſel ſhall approve of, and that in caſe he cannot within the Space of one Year next enſuing the Date hereof procure ſuch good and effectual Title to be made as aforeſaid, then it ſhall and may be lawful to and for the ſaid *Charles Cobb*, his Heirs and Aſſigns, to make ſuch Deductions as the Caſe ſhall happen by and out of the ſaid Sum of 2000 *l.* after the Rate aforeſaid, according to the Loſs or Damage he or they ſhall ſuſtain or be put unto by Reaſon of any ſuch Eviction, Diſturbance or Interruption as aforeſaid. And laſtly, the ſaid *Charles Cobb* doth hereby covenant and agree with the ſaid *Amos Aſh*, his Executors and Adminiſtrators, that during ſuch Time as the ſaid 2000 *l.* or any Part thereof ſhall remain and continue in the Hands of the ſaid *Charles Cobb*, his Heirs, Executors or Adminiſtrators, ſubject to ſuch Deductions as aforeſaid, and until the ſame ſhall be actually applied for the Purpoſes aforeſaid, he and they will pay and allow Intereſt for the ſame unto the ſaid *Amos Aſh*, his Executors and Adminiſtrators, after the Rate of 5 *l. per Cent. per Annum.* In Witneſs, *&c.*

The Vendor covenants to endeavour to procure a Diſcharge, *&c.*

The Purchaſor covenants to pay Intereſt for the Depoſit.

N° 15. *Articles for the Purchaſe of a Monaſtery, Manor,* &c. *to be compleated within a certain Time. Agreement in caſe of either Party's Default. Agreement for the Vendor's taking off his Stock,* &c.

Articles of Agreement made and agreed upon this tenth Day of Auguſt *in the Year of our Lord* 1725, *between* Abel Aſh *of* London, *Eſq; of the one Part, and Sir* Bryan Bee *of* Crowder *in the County of* Cornwall, *Bart. of the other Part, as follows.*

The Conſideration.

Imprimis, The ſaid *Abel Aſh*, in Conſideration of the Covenants and Agreements herein after contained on the Part and Behalf of the ſaid Sir *Bryan Bee*, doth hereby for himſelf and his Heirs covenant and agree to and with the ſaid Sir *Bryan Bee*, that he the ſaid *Abel Aſh*, or his Heirs, and all Perſons claiming under or in Truſt for him or them, ſhall and will at the Coſts and Charges of the ſaid Sir *Bryan Bee*, or his Heirs, on or before the firſt Day of *October* next enſuing the Date hereof, by ſuch good and ſufficient Conveyances and Aſſurances in the Law as the Counſel of the ſaid Sir *Bryan Bee*, or his Heirs, ſhall adviſe, convey and aſſure, or cauſe to be conveyed and aſſured unto the ſaid Sir *Bryan Bee* and his Heirs, or to ſuch Perſon or Perſons as he or they ſhall in that Behalf nominate or appoint, free from Incumbrances, (except Tenants Leaſes) and with uſual and reaſonable Covenants againſt the ſaid *Abel Aſh* and his Heirs, and all Perſons claiming under or in Truſt for him, them or any of them, all his the ſaid *Abel Aſh* his Scite of the late Monaſtery of *Durrows*, with the Appurtenances, in the County of *Dorſet*, and his Manor of *Durrows*, with the Appurtenances, in the ſame County, and all his Meſſuages, Lands, Tenements, Iron Works, Hereditaments and real Eſtate in the ſame County, by him lately purchaſed of the Earl of *Enfield* and others.

The Vendor covenants to aſſure within a certain Time,

with uſual Covenants.

The Parcels.

Item, The ſaid Sir *Bryan Bee*, in Conſideration of the Premiſſes, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree with the ſaid *Abel Aſh*, his Heirs, Executors and Adminiſtrators, that he the ſaid Sir *Bryan Bee*, his Heirs, Executors and Adminiſtrators, ſhall and will on or before the ſaid firſt Day of *October*, and upon making and executing ſuch Conveyances as aforeſaid, pay, or cauſe to be paid unto the ſaid *Abel Aſh*, his Heirs, Executors or

The Purchaſor covenants to pay the Purchaſe-Money within the like Time.

or Adminiſtrators, the full Sum of 40000*l.* of lawful Money of *Great Britain*, for the Purchaſe-Money of the ſaid Eſtate and Premiſſes.

Agreement as to the Time of the Purchaſor's being let into Poſſeſſion, &c.

Item, It is agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Sir *Bryan Bee* ſhall be let into Poſſeſſion of the Premiſſes at *Michaelmas* next, but that all Arrears of Rent, Fines, Caſualties and other Profits ariſing from the ſaid Eſtate and Premiſſes, or any Part thereof, which now are, or on or before *Michaelmas* next ſhall be due or payable, together with the Fines, Perquiſites and Profits which are or ſhall incur or become due at or before the next Court to be held for the ſaid Manor (and which it is agreed ſhall be held by and in the Name of the ſaid *Abel Aſh*, or his Heirs, on or before the thirtieth Day of this Inſtant *Auguſt*) ſhall belong to and be received by the ſaid *Abel Aſh*, his Heirs, Executors or Adminiſtrators, and that he and they ſhall have full and free Liberty to receive and get in the ſame accordingly.

Proviſion in caſe of Delay by Default of either Party.

Item, That if by reaſon of any Delay, Neglect or Default by or on the Part of the ſaid Sir *Bryan Bee*, or his Heirs, or his or their Counſel or Agents, the ſaid Conveyances of the ſaid Eſtate and Premiſſes ſhall not be ready and tendred to the ſaid *Abel Aſh*, or his Heirs, to be executed on or before the ſaid firſt Day of *October*, and the ſaid 40000*l.* Purchaſe-Money be not then accordingly paid, then and in ſuch Caſe the ſaid Sir *Bryan Bee*, his Heirs, Executors or Adminiſtrators, ſhall and will pay and allow to the ſaid *Abel Aſh*, his Heirs, Executors or Adminiſtrators, Intereſt for the ſaid 40000*l.* at the Rate of 4*l. per Cent. per Annum*, to be computed from the ſaid firſt Day of *October* until the ſaid 40000*l.* ſhall be paid as aforeſaid; but if by reaſon of any Delay, Neglect or Default by or on the Part of the ſaid *Abel Aſh*, or any claiming under him, ſuch Conveyances as aforeſaid ſhall not be executed on or before the ſaid firſt Day of *October*, then and in ſuch Caſe no ſuch Intereſt as aforeſaid ſhall be paid or allowed during the Time of ſuch Delay of the ſaid *Abel Aſh*.

Agreement to allow the Vendor, &c. proper Room, &c. for removing his Stock.

Item, The ſaid Sir *Bryan Bee* doth hereby covenant and agree, that until the ſaid *Abel Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, can conveniently threſh out, ſell, carry away, or otherwiſe diſpoſe of his Corn, Grain, Hay, Hops, and other Stock now being upon the Premiſſes, or any Part thereof, he and they ſhall have and enjoy ſuitable Barn-Room and other Conveniencies upon the Premiſſes wherein to lodge, lay up and beſtow ſuch Corn, Grain and Hay as aforeſaid, and likewiſe ſuitable Houſe-Room for his and their Servants, Agents and Horſes to be employed for the Purpoſes aforeſaid, together with free Liberty of Ingreſs, Egreſs, Regreſs, Way and Paſſage to go, come, threſh out, fetch and carry away the ſame Corn, Grain, Hay, Hops and other Stock, and every or any Part thereof in or over any neceſſary Part of the ſaid purchaſed Premiſſes, doing no wilful Damage to the ſame. In Witneſs, &c.

Articles for the Purchaſe of a Manor, &c. *to be compleated within a certain Time. The Vendor not to cut down Timber, nor make Leaſes in the mean Time.* N° 16.

Articles of Agreement made and agreed upon this ſeventh Day of January *in the Year of our Lord* 1731, *between the Right Honourable* Adam *Earl of* Alderney *of the one Part, and* Benjamin Ball *of* Burney *in the County of* Bedford, *Eſq*; *of the other Part.*

The Conſideration.

IMprimis, The ſaid *Adam* Earl of *Alderney*, in Conſideration of the Sum of 12000*l.* to be paid to him by the ſaid *Benjamin Ball*, purſuant to the Covenant and Agreement of the ſaid *Benjamin Ball* herein after in that Behalf contained,

The Vendor covenants to make a good Title within a certain Time, to

doth for himſelf and his Heirs covenant and agree with the ſaid *Benjamin Ball* as follows, *viz.* That he the ſaid *Adam* Earl of *Alderney*, or his Heirs, ſhall and will before the twenty-eighth Day of *April* now next enſuing, to the good Liking and Satisfaction of the Counſel of the ſaid *Benjamin Ball*, or his Heirs, make out a good Title unto, and (by ſuch good and ſufficient Conveyances and Aſſurances in the Law, with reaſonable Covenants, as the ſaid Counſel of the ſaid *Benjamin Ball*, or his Heirs, ſhall adviſe) convey and aſſure, or cauſe to be conveyed and

assured in Poſſeſſion unto the ſaid *Benjamin Ball* and his Heirs, or unto ſuch Perſon or Perſons as he or they ſhall in that Behalf nominate or appoint, free from Incumbrances, (except the yearly Sum or Quit-Rent of 2 *l.* payable to Sir *Charles Cay* for or in reſpect of the Manor and Hereditaments herein after mentioned, or

The Parcels.

ſome Part thereof) all that the Manor of *Burney*, with the Appurtenances, in the County of *Bedford*, and all that Capital Meſſuage, with the Appurtenances, called *Burney* in the ſame County, and all Meſſuages, Farms, Lands, Tenements, Rents and Hereditaments whatſoever to the ſaid Manor and Capital, or either of them belonging, or therewith uſed, or reputed as Part thereof; and all other the Manors, Meſſuages, Lands, Tenements, Rents and Hereditaments whatſoever of him the ſaid *Adam* Earl of *Alderney*, or whereof or wherein he the ſaid Earl, or any Perſon or Perſons in Truſt for him, have or hath any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion or Remainder, or Expectancy, ſituate and being in or near the Pariſhes or Places of *Burney* and *Dardham*, or either of them, in the ſaid County of *Bedford*, which ſaid Manor, Capital Meſſuage, Lands and Hereditaments are now of the yearly Value of 460 *l.* And alſo that he the ſaid *Adam* Earl of *Alderney* ſhall not nor will in the mean Time cut down any Timber or Trees, or commit any Strip, Waſte or Spoil whatſoever in or upon the Premiſſes, or any Part thereof, nor ſhall or will grant any new Leaſes of the Premiſſes, or any Part thereof, without the Privity and Conſent of the ſaid *Benjamin Ball*, or his Heirs.

The Vendor not to cut down Timber in the mean Time, nor grant Leaſes.

Item, The ſaid *Benjamin Ball*, in Conſideration of the Covenant and Agreement herein before contained on the Part of the ſaid Earl, doth hereby for himſelf and his Heirs, covenant and agree with the ſaid Earl of *Alderney*, that he the ſaid *Benjamin Ball*, his Heirs, Executors or Adminiſtrators, ſhall and will, upon making and executing ſuch Conveyances and Aſſurances as aforeſaid, pay, or cauſe to be paid unto the ſaid Earl of *Alderney*, his Heirs, Executors or Adminiſtrators, the Sum of 12000 *l.* of lawful Money of *Great Britain*, as and for and in full for the abſolute Purchaſe of the ſaid Manor, Farms, Lands, Hereditaments and Premiſſes. In Witneſs, *&c.*

The Purchaſor covenants to pay the Money.

N° 17. *Articles for the Purchaſe of Lands*, &c. *with many ſpecial Agreements, as in the Margin.*

Articles of Agreement indented, made and concluded this ſixteenth Day of May 1721, *between* Arthur Altho *of* Bedley *in the County of* Bucks, *Eſq; of the one Part, and* Cæſar Cuff *of the Pariſh of St.* Martin in the Fields *in the County of* Middleſex, *as follows.*

Agreement for the Purchaſe.

IMprimis, It is agreed by and between the ſaid *Arthur Altho* and the ſaid *Cæſar Cuff*, that the ſaid *Arthur Altho* ſhall purchaſe of the ſaid *Cæſar Cuff*, and the ſaid *Cæſar Cuff* ſhall ſell and convey to the ſaid *Arthur Altho* all his Eſtate, Lands, Tenements and Hereditaments at *Drews*, *Emleys* and elſewhere in the County of *Eſſex*, upon the Terms herein after mentioned, *(viz.)*

The Rate or Price ſo many Years Purchaſe,

Item, That the ſaid *Arthur Altho* ſhall pay to the ſaid *Cæſar Cuff* for the Purchaſe of the ſaid Premiſſes after the Rate of twenty-three Years Purchaſe for the whole Premiſſes, according to the preſent annual Rents as the ſame are now let to the Tenants, and the like Rate of twenty-three Years Purchaſe for all the Coppice Ground belonging to the ſaid Premiſſes, (not let to the Tenants) computing the annual Value of ſuch Coppice Ground, after the Rate of 7 *s. per* Acre the long Meaſure, by which Coppice Ground is uſually meaſured in that County.

and Timber to be valued,

Item, That the ſaid *Arthur Altho* ſhall further pay to the ſaid *Cæſar Cuff* for all the Timber growing on the whole Eſtate as the ſame ſhall be valued by two indifferent Perſons, one to be choſen by the ſaid *Arthur Altho*, and the other by the ſaid *Cæſar Cuff*, in which Valuation of Timber all Trees growing on the Premiſſes ſhall be accounted Timber which are of the Value of 1 *s.* or above that Value, to be eſtimated according to the uſual Manner and Cuſtom of valuing Timber, including as well the Timber-Trees growing on the Foreſt as on the other Parts of the Eſtate; and the ſaid *Arthur Altho* ſhall alſo pay for the Underwood growing on

and what Trees to be deemed Timber;

in what Caſe Underwood in the Foreſt to be paid for.

the ſaid Foreſt Ground, according to the Valuation to be made thereof by ſuch two Perſons as aforeſaid; Provided it ſhall appear that the ſaid *Cæſar Cuff* has a Right of felling ſuch Timber and cutting down ſuch Underwood on the Foreſt Ground at his Pleaſure.

The Purchaſor to take the Eſtate as it is.

Item, That the ſaid *Arthur Altho* ſhall take the ſaid Eſtate in the Condition it now is, without any Allowance or Deduction for the Repairs of the Premiſſes, or for the Sea Walls, or the Tenants Boots, or for the Life of the Widow *Ferns*, in reſpect of the 100 *l. per Annum* payable to her.

The Vendor to convey a good Fee-ſimple.

Item, That for and in Conſideration of the Premiſſes, and of the ſaid Purchaſe-Money, the ſaid *Cæſar Cuff* ſhall convey, or procure to be conveyed to the ſaid *Arthur Altho* and his Heirs a good Eſtate in Fee-ſimple in all the Premiſſes, free from all Incumbrances, (except the ſaid Annuity of 100 *l.* payable to Mrs. *Ferns* for her Life) in which Conveyance are to be included not only the Farms, Lands and Premiſſes in Leaſe to the Tenants, but alſo all the Foreſt Ground, Fiſh Ponds, Manors, Royalties, free Chaſe and free Warren, Privileges and Perquiſites belonging to the ſaid *Cæſar Cuff*, and alſo the perpetual Advowſon of the Church or Parſonage of *Drews*, and in general all the Eſtate, Right, Title and Intereſt which the ſaid *Cæſar Cuff* hath in the ſaid Lands and Premiſſes, or any other Lands and Premiſſes in *Eſſex* aforeſaid.

The Purchaſor to retain Money to pay off Incumbrances, and to buy in the Reverſion of Part.

Item, That all the Incumbrances and Mortgages now on the Premiſſes, (except as before excepted) ſhall be paid by the ſaid *Arthur Altho* out of the ſaid Purchaſe-Money, and he ſhall be allowed to retain in his Hands as much of the ſaid Purchaſe-Money as ſhall be ſufficient for the Buying in the Reverſion of Part of the Premiſſes herein after mentioned, and for the obtaining and proſecuting any Decree or Act of Parliament for that Purpoſe.

The Vendor to bear the Charge of buying in a Reverſion after a long Term which he has in Part of the Premiſſes.

Item, That as to ſuch Part of the ſaid Lands and Premiſſes as the ſaid *Cæſar Cuff* is poſſeſſed of only for the Remainder of a Term of five hundred Years, the ſaid *Cæſar Cuff* ſhall be at the Charge of purchaſing in the Reverſion of the ſaid Premiſſes, and of any Decree or Act of Parliament to be obtained for that Purpoſe, ſo as that the Fee-ſimple and Inheritance thereof may be conveyed to the ſaid *Arthur Altho* and his Heirs, for which a ſufficient Part of the ſaid Purchaſe-Money ſhall be left in his Hands, as in the next preceding Article is provided.

The Vendor to convey his preſent Eſtate,

Item, That the Title and Eſtate which the ſaid *Cæſar Cuff* now hath in all and ſingular the Premiſſes, ſhall forthwith (or with all convenient Speed) be conveyed and made over by the ſaid *Cæſar Cuff* to the ſaid *Arthur Altho*, and he ſhall be let into the Poſſeſſion of the Premiſſes; and the ſaid *Arthur Altho* ſhall thereupon out of the Purchaſe-Money (to be paid for ſuch Part of the Lands and Premiſſes as are now let to the Tenants as aforeſaid) diſcharge all the Mortgages and Incumbrances on the Premiſſes to ſuch of the Mortgagees as ſhall be willing to take in their Money; but as to ſuch of the Mortgagees as ſhall inſiſt on the uſual Notice, the ſaid *Arthur Altho* ſhall retain in his Hands of the Purchaſe-Money ſufficient to anſwer the Principal and Intereſt then due to ſuch Mortgagees. And the ſaid *Arthur Altho* ſhall alſo be allowed to retain in his Hands of the ſaid Purchaſe-Money the further Sum of 500 *l.* as a Caution or Security for the purchaſing of the ſaid Reverſion, and for defraying the Charges of getting in the ſame; and the Reſidue of the ſaid Purchaſe-Money (after deducting what is hereby agreed to be retained in his Hands as aforeſaid) ſhall be paid to the ſaid *Cæſar Cuff* or his Aſſigns, for which the ſaid whole Premiſſes ſhall remain and ſtand as Security to the ſaid *Arthur Altho* till the ſaid Reverſion ſhall be purchaſed as aforeſaid.

Mortgages, &c. how to be paid off by the Purchaſor, he to retain a Sum to purchaſe the Reverſion, &c.

The Valuation of Timber to be poſtponed till Winter, and the Purchaſor to give Bond for the Money.

Item, That in regard it may be very difficult (if not impracticable) rightly to view and value the Timber growing on the ſaid Premiſſes, and to meaſure the Coppice Ground during the Summer Seaſon, by reaſon whereof the Purchaſe-Money to be paid by the ſaid *Arthur Altho* in reſpect of ſuch Timber and Coppice Ground cannot at preſent be reduced to a Certainty, it is agreed, that the valuing the ſaid Timber and meaſuring the ſaid Coppice Ground ſhall be deferred till the next Fall of the Leaf, and that in the mean Time the ſaid *Arthur Altho* ſhall give to the ſaid *Cæſar Cuff*, or to ſome other Perſon whom he ſhall name, in Truſt for him, a Bond in a ſufficient Penalty, conditioned to pay for the ſaid Timber and Coppice Ground according to the Valuation and Rates aforeſaid, as ſoon as the ſame ſhall be valued and meaſured as aforeſaid.

Item,

If the Reverſion cannot be got in, the Purchaſor may be off, and be paid back his Money with Intereſt, diſcounting Rents, &c. if got in, the Surplus to be paid to the Vendor.

Item, That in Caſe it ſhall be found that the ſaid Reverſion cannot be bought or otherwiſe got in, and if the ſame ſhall not be actually conveyed to the ſaid *Arthur Altho* on or before the twenty-fifth Day of *December* which will be in the Year of our Lord 1722. the ſaid *Arthur Altho* ſhall be at Liberty to vacate the preſent Agreement for the Sale and Purchaſe of the ſaid Premiſſes, and ſhall be paid back what of the ſaid Purchaſe-Money he ſhall have then paid, with Intereſt for the ſame, diſcounting thereout what he ſhall have then received by the Rents or Profits of the ſaid Premiſſes to the ſaid *Cæſar Cuff* or his Aſſigns, or as he ſhall appoint, free of all Incumbrances done by the ſaid *Arthur Altho:* But if the Reverſion of the ſaid Premiſſes ſhall be bought in and conveyed to the ſaid *Arthur Altho,* the Surplus of the ſaid Sum of 500 *l.* (after deducting what ſhall have been paid for that Reverſion and the Charges of getting in the ſame) ſhall be paid to the ſaid *Cæſar Cuff* with Intereſt for the ſame from the Time when the ſaid *Cæſar Cuff* ſhall have had Poſſeſſion of the Premiſſes.

Agreement as to Arrears of Rent, and Time elapſing between Rent-Day and Day of Poſſeſſion.

Item, That if at the Time of executing the ſaid Conveyance and letting the ſaid *Arthur Altho* into the Poſſeſſion of the ſaid Premiſſes three Months or upwards ſhall have then elapſed ſince the laſt Rent-Day, the ſaid *Cæſar Cuff* ſhall have an Allowance in Reſpect of the ſaid three Months ſo elapſed, and ſhall alſo have Liberty to receive any Rent which ſhall be in Arrear in the Tenants Hands at the ſaid then laſt Rent-Day. In Witneſs, &c.

N° 18. *Articles for the Purchaſe of Lands and Wood-grounds at ſo many Years Purchaſe, and the Timber at a certain Sum. An Abatement to be made if the Wood-ground falls ſhort of Meaſure.*

Articles of Agreement made and agreed upon this thirtieth Day of June *in the Year of our Lord* 1720. *between* Anne Arn *of* London, *Widow and Relict of* Andrew Arn *late of* Biddon *in the County of* Bucks, *Gent. deceaſed, and* Charles Arn *of* Chunt *in the ſame County, Gent. of the one Part, and the Right Honourable* David *Lord* Deptford *of the other Part, as follows:*

The Agreement for the Purchaſe of Lands and Woods at ſo many Years Purchaſe.

IMprimis, The ſaid *Anne Arn* and *Charles Arn*, in Conſideration of the Covenant and Agreement herein after contained on the Part and Behalf of the ſaid *David* Lord *Deptford*, do for themſelves and their Heirs covenant and agree with the ſaid Lord *Deptford*, that they the ſaid *Anne Arn* and *Charles Arn*, or their Heirs, ſhall and will at the Coſts and Charges of the ſaid Lord *Deptford*, on or before *Michaelmas* Day next, by ſuch good and ſufficient Conveyances and Aſſurances in the Law, with reaſonable Covenants, as the Counſel of the ſaid Lord *Deptford*, or his Heirs, ſhall adviſe, convey and aſſure, or cauſe to be conveyed and aſſured unto the ſaid Lord *Deptford* and his Heirs, or to ſuch Perſon or Perſons as her or they ſhall in that Behalf nominate or appoint, free from Incumbrances, all and every the Manors, Meſſuages, Lands and Tenements, late the Eſtate of the ſaid *Andrew Arn* in the Pariſhes of *Endly*, *Fenton* and *Gurton*, or any of them, in the County of *Hertford*, (except ſome Cottages heretofore ſold by the ſaid *Anne* and *Charles Arn)* at the Rates and Prices herein after mentioned, (that is to ſay) at the Rate and Price of thirty Years Purchaſe for the even Pounds of the preſent annual Rents of the Premiſſes, and at the Rate or Price of twenty-eight Years Purchaſe for the odd Shillings above even Pounds, and for the Ground or Soil of the Wood at *Gurton*, containing about twelve Acres, at the Rate or Price of thirty Years Purchaſe, being valued at 6 *l. per Ann.* and for the Timber and Trees now growing or ſtanding upon the ſaid Wood-ground the Sum of 250 *l.* provided the ſame be twelve Acres, but if the ſame fall ſhort of that Meaſure, then a proportionable Abatement to be made out of the ſaid Sum of 250 *l.*

A Rate for Timber, Abatement if the Ground ſhort of Meaſure.

The Purchaſor covenants to pay the Money.

Item, The ſaid Lord *Deptford*, in Conſideration of the Premiſſes doth hereby covenant and agree with the ſaid *Anne Arn* and *Charles Arn*, that he the ſaid Lord *Deptford*, his Heirs, Executors or Adminiſtrators, ſhall and will on or before *Michaelmas* Day next, and upon making and executing ſuch Conveyances as aforeſaid, pay, or cauſe to be paid unto the ſaid *Anne Arn* and *Charles Arn*, their

Heirs, Executors or Adminiſtrators, the full Purchaſe-Money for the Premiſſes, at the Rates and Prices aforeſaid, after Deduction thereout for Quit-Rents iſſuing out of the Premiſſes, and other Incumbrances thereon.

Item, And laſtly it is agreed, that the ſaid Lord *Deptford* ſhall enter upon the Premiſſes at *Michaelmas* next, and that in the mean Time no wilful Spoil or Waſte ſhall be made thereon. In Witneſs whereof the ſaid Parties to theſe Preſents have hereunto interchangeably ſet their Hands and Seals the Day and Year firſt above written.

Agreement as to the Time of the Purchaſor's Poſſeſſion. No Spoil to be in the mean Time.

Sealed and delivered, &c.

A Memorial of a Purchaſe to be regiſtred in Middleſex. N° 19.

A Memorial to be regiſtred purſuant to an Act of Parliament made in the ſeventh Year of the Reign of her late Majeſty Queen Anne, *intitled, An Act for the publick Regiſtring of Deeds, Conveyances and Wills, and other Incumbrances which ſhall be made, or that may affect any Honours, Manors, Lands, Tenements or Hereditaments within the County of* Middleſex *after the twenty-ninth Day of* September 1709.

AN Indenture dated the twelfth Day of *May Anno Domini* 1732, made between *Adam Allen* of *Bitton* in the County of *Cardigan*, Eſq; Nephew and Deviſee named in the laſt Will and Teſtament of *Diana Allen* late of *London*, Spinſter, deceaſed, who was Deviſee named in the laſt Will and Teſtament of *Eliza Allen*, late alſo of *London*, Spinſter, (her late Siſter) alſo deceaſed, of the one Part; and *Francis Allen* of *Gore* in the County of *Huntingdon*, Eſq; (Brother of the ſaid *Adam Allen)* of the other Part; whereby for the Conſideration therein mentioned, the ſaid *Adam Allen* did grant, bargain, ſell and confirm unto the ſaid *Francis Allen*, his Heirs and Aſſigns, all that one full thirty-ſixth Part, *&c.* [*Here the Parcels to be inſerted*] To hold the ſaid thirty-ſixth Part or Share, Hereditaments and other the Premiſſes, with the Appurtenances, unto and to the Uſe and Behoof of him the ſaid *Francis Allen*, and of his Heirs and Aſſigns for ever; which ſaid Indenture is witneſſed by *John Jenks* of *Kinnall* in the County of *Huntington*, Eſq; and *Lewis Lane* of the ſame Place, Gent. and is hereby required to be regiſtred purſuant to the ſaid Act, by me the ſaid *Adam Allen* the Grantor in the ſame Indenture, as witneſs my Hand and Seal this eighth Day of *July* 1732.

The Deed of Bargain and Sale, the Will mentioned. The Witneſſes.

Signed and ſealed in the Preſence of us,

A Memorial of a Will of Lands in Middleſex. N° 20.

A Memorial of a Will to be regiſtred, &c. *as in the next foregoing.*

Eliza Allen late of *London*, Spinſter, deceaſed, being ſeiſed in Fee of ſome Lands and Hereditaments, or other real Eſtate in the County of *Middleſex*, did in and by her laſt Will and Teſtament in Writing, dated the tenth Day of *May Anno Domini* 1718, will and direct that her Debts and Funeral Expences ſhould be firſt paid and diſcharged, and all the Reſt and Reſidue of her Eſtate Real and Perſonal ſhe gave and bequeathed unto her dear Siſter *Diana Allen*, and her Heirs, Executors and Adminiſtrators, which ſaid Will is witneſſed by *Adam Allen* of *Bitton* in the County of *Cardigan*, Eſq; *Francis Allen* of *Gore* in the County of *Cardigan*, Eſq; and *John Jones* late of *Gore* aforeſaid deceaſed; and this Memorial thereof is hereby required to be regiſtred purſuant to the ſaid Act by me the ſaid *Adam Allen*, the ſole Executor of the laſt Will and Teſtament of the ſaid *Diana Allen*, and Reſiduary Deviſee and Legatee of her the ſaid *Diana Allen*, as witneſs my Hand and Seal this ninth Day of *July* 1732.

Seiſin in the Deviſor mentioned. The Will deviſing to a Siſter in Fee, required to be regiſtred by the Deviſee of the Deviſee.

Signed and ſealed in the Preſence of us,

N° 21. *A Memorial of a Will of Lands in* Middleſex, *aliter.*

A Memorial to be regiſtred purſuant to an Act of Parliament made in the ſeventh Year of the Reign of her late Majeſty Queen Anne, *intitled, An Act for the publick Regiſtring of Deeds, Conveyances and Wills, and other Incumbrances which ſhall be made, or that may affect any Honours, Manors, Lands, Tenements or Hereditaments within the County of* Middleſex *after the twenty-ninth Day of* September 1709.

The Words of the Will.

A *Lice Alkin* late of *London*, Spinſter, by her laſt Will and Teſtament dated the fourth Day of *November*, which was in the Year of our Lord 1732, did, among other Things, give in the Words following; that is to ſay, *Item*, I give my Houſes in *Bruton-ſtreet*, now in the Occupation of *Clara Coates*, Widow, and lying in the Pariſh of St. *David*, I give the ſaid Houſes to *Edmund Edge*, to him and his Heirs for ever, him I appoint my ſole Executor. I give him the ſaid Houſes in *Bruton-ſtreet*, upon Condition nevertheleſs that the ſaid *Edmund Edge* my Executor do pay all my Debts, Funeral Charges, and all my Legacies aboveſaid out of the ſaid Houſes, which I appoint for the Payment of them; which ſaid Will was witneſſed by *Flavia Foſter*, Widow, and *Gregory Gill*, Gent. all then of the Pariſh of *Hayn* in the County of *Middleſex*; and this Memorial thereof is hereby required to be regiſtred, purſuant to the ſaid Act, by me *Lucy Edge*, Widow, a Legatee in the ſaid Will, and Adminiſtratrix of the Goods and Chattels, Rights and Credits of the ſaid *Edmund Edge*, who is ſince deceaſed, as witneſs my Hand and Seal this fourth Day of *October* in the Year of our Lord 1734.

The Witneſſes.

Signed and ſealed by the above named Lucy Edge, *in the Preſence of us,*

N° 22. *A Memorial of a Conveyance of Lands in* Ireland *to be regiſtred there.*

The Direction.

To the Regiſter appointed by Act of Parliament for Regiſtring Deeds, Conveyances, and Wills affecting Lands and Hereditaments in the Kingdom of *Ireland*.

A Memorial to be regiſtred, purſuant to ſeveral Acts of Parliament made for Regiſtring Deeds, Conveyances and Wills, and other Incumbrances affecting any Honours, Manors, Lands, Tenements and Hereditaments in the Kingdom of Ireland.

The Abſtract of the Deeds.

AN Indenture of Leaſe for one Year, bearing Date the tenth Day of *Auguſt* in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland*, King, Defender of the Faith, *&c. Anno Domini* 1729, made between *Amos Aſtry* of, *&c.* Eſq; of the one Part, and *Bryan Bray* of, *&c.* Gent. of the other Part; and alſo an Indenture of Releaſe tripartite, bearing Date the eleventh Day of *Auguſt* in the third Year, *&c. Anno Domini* 1729, made between *Amos Aſtry* of, *&c.* Eſq; of the firſt Part, *Bryan Bray* of, *&c.* Gent. of the ſaid ſecond Part, *Charles Carr* of, *&c.* Eſq; of the third Part; the ſaid Indentures of Leaſe and Releaſe purporting to be a Conveyance from the ſaid *Amos Aſtry* of all, *&c.* To hold unto the ſaid *Bryan Bray* and their Heirs, to the Uſes, Intents and Purpoſes in the ſaid Indenture tripartite mentioned; which ſaid Indentures of Leaſe and Releaſe were executed by the ſaid *Amos Aſtry*, *Bryan Bray* and *Charles Carr*, in the Preſence of *David Dent* of, *&c. Edward Ent* of, *&c.* and *Felix Faunt* of, *&c.* and this Memorial was ſigned and ſealed by the ſaid *Amos Aſtry* in the Preſence of *George Glynne* of, *&c.* and the ſaid *Felix Faunt*, and is required to be regiſtred by the ſaid *Amos Aſtry* purſuant to the ſaid Acts of Parliament. As witneſs, *&c.* tenth Day of *January* 1729.

The above named *Felix Faunt* (one of the ſubſcribing Witneſſes to the Execution of the Indentures of Leaſe and Releaſe above mentioned by the above named *Amos Aſtry* and *Bryan Bray*, of which the above Writing is a Memorial) maketh Oath, that he ſaw the ſaid Indentures of Leaſe and Releaſe duly executed by the ſaid *Amos Aſtry* and *Bryan Bray*; and that he alſo ſaw the above written Memorial duly ſigned and ſealed by the ſaid *Amos Aſtry*; and that the Names of this Deponent and the above named *David Dent* and *Edward Ent*, the other Witneſſes to the Execution of the ſaid Leaſe and Releaſe by the ſaid *Amos Aſtry* and *Bryan Bray*, are of their reſpective Hands Writing; and alſo that the Names of this Deponent and the above named *George Glynne*, and the other Witneſſes to the Execution of the above written Memorial by the ſaid *Amos Aſtry*, are of their reſpective Hands Writing. The Affidavit of the Execution of the Deeds and Memorial.

Felix Faunt.

Mem. *By Stat.* 9 Geo. 2. c. 5. *in* Ireland, *the Recital of a Leaſe for a Year in a Deed of Releaſe, ſhall in all Caſes be ſufficient Evidence of ſuch Leaſe. This Act to continue to the firſt of* May 1740, *and to the End of next Seſſion.*

A Memorial of a Will of Lands in Ireland, *to be regiſtred there.* N° 23.

To the Regiſter, *&c.*

A Memorial, &c.

THE Will of *Auſtin Archer* of *Bardon* in the County of *Middleſex*, Eſq; deceaſed, bearing Date the tenth Day of *February* in the Year of our Lord 1718, and wherein is contained as follows, *viz.* Whereas, *&c.* Which ſaid Will is witneſſed by *Charles Church*, *&c.* And this Memorial was ſigned and ſealed by *Denzil Due* in the Preſence of *Ezekiel Ellis* of, *&c.* and *Francis Fry* of, *&c.* and is hereby required to be regiſtred by the ſaid *Denzil Due*, purſuant to the ſaid Acts of Parliament. As Witneſs the fourth Day of *January* 1729.

The above named *Ezekiel Ellis* (one of the ſubſcribing Witneſſes to the Execution of the Will above mentioned, of which the above Writing is a Memorial) maketh Oath, that he ſaw the ſaid Will duly executed, and that he ſaw the above written Memorial duly ſigned and ſealed by the above named *Denzil Due*; and that the Names of this Deponent and of the above named *Charles Church*, *&c.* the other Witneſſes to the Execution of the ſaid Will, are of their reſpective Hands Writing; and that the Names of this Deponent and the above named *Francis Fry*, the other Witneſs to the Execution of the above written Memorial by the ſaid *Denzil Due*, are of their reſpective Hands Writing.

Ezekiel Ellis.

[See **Annuity**, **Aſſignment**, **Bargain and Sale**, **Charitable Uſes**, **Grants**, **Marriage-Settlements**, **Mortgages**, **Settlements**, **Truſts**.]

Ratification. See **Confirmation.**

Releases.

N° 1. *A Deed of Releaſe, being a Conveyance in Fee of Lands (which are in Mortgage to different Perſons, to ſome in Fee, to others for Years) under two Wills, a Decree and ſeveral Orders, &c. in Chancery, and alſo containing Aſſignments for the Mortgagees; and Variety of Recitals.*

THIS Indenture of ſeven Parts, made the fifteenth Day of *February Anno Domini* 1733, and in the ſeventh Year of the Reign, *&c.* between *Andrew Alton* of, *&c.* Innholder, of the firſt Part; *Benjamin Bray* of, *&c.* Yeoman, of the ſecond Part; *Charles Cox* of, *&c.* Clerk, ſole Executor of the laſt Will and Teſtament of *Daniel Cox* late of, *&c.* Doctor in Phyſick his late Father deceaſed, of the third Part; *Edward Eades* of, *&c.* Doctor in Phyſick, *Francis Fox* of, *&c.* Clerk, and *George Gray* of, *&c.* Gent. (Truſtees named in the laſt Will and Teſtament of *Henry Hart* late of, *&c.* Gent. deceaſed, who was Brother and Heir of *John Hart* of, *&c.* Gent. deceaſed, and alſo ſurviving Nephew and Heir and Deviſee of *Kenelm Hart* late of, *&c.* Eſq; alſo deceaſed) of the fourth Part; *Leonard Lant* of, *&c.* Gent. and *Mary Maud* of *London*, Spinſter, (the two Reſiduary Legatees named in the laſt Will and Teſtament of the ſaid *Henry Hart)* of the fifth Part; *Nathaniel Nunn* of, *&c.* Innholder, of the ſixth Part, and *Owen Ongley* of, *&c.* Carpenter, of the ſeventh Part. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the eighteenth and nineteenth Days of *April*, which was in the Year of our Lord 1720, the Releaſe being tripartite, and made or mentioned to be made between *Peter Parr* of, *&c.* Yeoman, of the firſt Part, *Ruth Hart* ſince deceaſed, the Widow and Relict of *Joſeph Hart* then late of, *&c.* Gent. deceaſed, and the ſaid *John Hart*, the Son and Heir of the ſame *Henry Hart* by the ſame *Ruth Hart*, of the ſecond Part, and the ſaid *Andrew Alton* of the third Part, reciting as in the ſaid Leaſe is recited, and for the Conſiderations in the ſame Indentures mentioned, the ſaid *Peter Parr* did grant and releaſe, and the ſaid *Ruth Hart* and *John Hart* did ratify and confirm unto the ſaid *Andrew Alton*, his Heirs and Aſſigns, all that Meſſuage or Tenement then late in the Tenure or Occupation of *Richard Row*, and all thoſe four Cloſes of Paſture, containing together by Eſtimation eighteen Acres, or thereabout, and all that Meadow Ground thereunto belonging, containing by Eſtimation ten Acres, be the ſame more or leſs, which ſaid four Cloſes and Meadows thereunto belonging were then alſo in the Tenure or Occupation of *Sarah Slee*, her Aſſignee or Aſſigns, and alſo all thoſe the *Lammas* Out-grounds not incloſed, otherwiſe called *Totingham*, containing by Eſtimation thirty Acres, be the ſame more or leſs, and alſo all that Cloſe called the Vintry, containing by Eſtimation ten Acres, or thereabouts, be the ſame more or leſs, which ſaid Cloſes, called the Waſte Lands and Vintry, then or late were in the Tenure or Occupation of *Yerbury Yell*, his Aſſignee or Aſſigns; all which Premiſſes are ſituate, lying and being in the Fields, Hamlets, Liberties, Precincts or Territories of *Zant*, *Axton* and *Broadry*, or ſome or one of them in the ſaid County of *Cheſter*; and alſo all and ſingular Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backſides, Ways, Paſſages, Eaſements, Waters, Watercourſes, Waterings, Hedges, Hedge-Rows, Ditches, Mounds, Fences, Lands, Leys, Heads, Baulks, Meadows, Paſtures, Feedings, Commons and Common of Paſture, Profits, Privileges, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage or Tenement, Meadows, Meadow Grounds, Cloſes, Lands and Premiſſes, or any of them belonging or in any wiſe appertaining, or accepted, reputed, taken or known to be Part, Parcel or Member thereof, or therewith held, uſed, occupied or enjoyed; and alſo all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Property, Claim and Demand whatſoever of them the ſaid *Peter Parr*, *Ruth Hart* and *John Hart*, every or any of them, of, in, to or out of the ſame Premiſſes, every or

Leaſe and Releaſe recited,

whereby a former Mortgagee conveyed, and Mother and Son confirmed to a new Mortgagee in Fee.

any Part thereof; and alſo all and ſingular other the Meſſuages, Lands, Meadows, Paſtures, Cloſes and Hereditaments of them the ſaid *Ruth Hart* and *John Hart* in *Zant*, *Axton* and *Broadry*, and elſewhere in the ſaid County of *Cheſter*, (one Moiety of the Woods called *Axton* Woods, which the ſaid *John Hart* then held jointly with his Uncle the ſaid *Kenelm Hart* undivided, containing in the Whole between them forty-eight Acres, or thereabouts, only excepted) all which ſaid therein before granted and releaſed Premiſſes, by Indentures of Leaſe and Releaſe, dated reſpectively the ſixteenth and ſeventeenth Days of *April* 1717, and therein before recited, were conveyed and aſſured by *David Denn* and the ſaid *Ruth Hart* and *John Hart*, or ſome or one of them, unto and to the Uſe of the ſaid *Peter Parr*, his Heirs and Aſſigns, by Way of Mortgage in Fee for ſecuring to him the Principal Sum of 300 *l.* and Intereſt for the ſame, at the Rate of 5 *l. per Cent. per Annum*; To hold the ſaid Meſſuages, Lands, Hereditaments and Premiſſes therein before granted and releaſed, or mentioned ſo to be, with their Appurtenances, unto and to the Uſe of the ſaid *Andrew Alton*, his Heirs and Aſſigns, by Way of Mortgage in Fee for ſecuring to him, his Executors, Adminiſtrators and Aſſigns, the Payment of the Principal Sum of 300 *l.* and Intereſt for the ſame at the Rate aforeſaid, at the Day in the ſaid Indenture of Releaſe of the nineteenth Day of *April* 1720, for that Purpoſe limited and long ſince paſt; as by the ſaid recited Indentures, Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid Principal Sum of 300 *l.* or any Part thereof, was not paid to the ſaid *Andrew Alton* at the Day in the ſaid laſt mentioned Indenture of Releaſe for that Purpoſe limited, nor at any Time ſince, but doth yet remain due and payable, by Means whereof the ſaid Eſtate and Intereſt of him the ſaid *Andrew Alton* of and in the ſaid mortgaged Premiſſes long ſince became abſolute in Law. And whereas by Indenture dated on or about the fifteenth Day of *July*, which was in the Year of our Lord 1718, the ſaid *Ruth Hart* and *John Hart*, for the Conſiderations therein mentioned, did demiſe and grant all and every the ſaid Meſſuages, Lands, Hereditaments and Premiſſes comprized in the ſaid Indentures of Leaſe and Releaſe, with their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof, unto the ſaid *Benjamin Bray*, his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid Indenture for the Term of one thouſand Years, without Impeachment of Waſte, under a Proviſo to be void, on Payment to him, his Executors, Adminiſtrators or Aſſigns, of the Principal Sum of 150 *l.* and Intereſt for the ſame at the Rate aforeſaid, at the Days and Times therein for that Purpoſe limited and long ſince paſt; as by the ſaid laſt recited Indenture, Relation being thereunto had, may more fully appear. And whereas the ſaid Principal Sum of 150 *l.* or any Part thereof, was not paid to the ſaid *Benjamin Bray* at the Day in the ſaid firſt recited Indenture for that Purpoſe limited, nor at any Time ſince, but doth yet remain due and payable, by Means whereof the ſaid Term and Eſtate of him the ſaid *Benjamin Bray* of and in the ſaid mortgaged Premiſſes long ſince became abſolute in Law. And whereas upon the Deceaſe of the ſaid *John Hart* without Iſſue, the Right and Equity of Redemption of and in the ſaid mortgaged Premiſſes legally deſcended upon and came to the ſaid *Henry Hart* his Brother and Heir at Law. And whereas by Indenture dated on or about the ſixteenth Day of *June* which was in the Year of our Lord 1724, and made or mentioned to be made between the ſaid *Kenelm Hart* of the one Part, and the ſaid *Daniel Cox* deceaſed, (then Bachelor in Phyſick) of the other Part, the ſaid *Kenelm Hart*, for the Conſiderations therein mentioned, did demiſe and grant unto the ſaid *Daniel Cox* deceaſed, his Executors, Adminiſtrators and Aſſigns, all that Meſſuage or Manſion Houſe called or known by the Name or Names of *Eaton Place*, ſtanding and being at a Place called *Eaton* in the Pariſh of *Zant* in the ſaid County of *Cheſter*, with the Barns, Stables, Outhouſes, Backſides, Curtilages, Orchards, Gardens and Appurtenances thereunto belonging, or therewithal held, uſed, occupied or enjoyed; and all that Piece or Parcel of Ground, containing one Acre, then planted for an Orchard, and next adjoining to the ſame Meſſuage, and all that, *&c.* all which Premiſſes were reputed to be Part of *Zant Bourg*, and are ſituate, lying and being in the Pariſhes of *Zant* and *Axton* in the ſaid County of *Cheſter*, or one of them, together with all Ways, Eaſements, Profits, Commodities, Woods, Underwoods and

An Exception out of the Parcels.

Recital that the Money is ſtill due.

A Mortgage for Years of the Premiſſes, to another, recited,

and that the Money is ſtill due;

that by Death of the Mortgagor the Equity of Redemption came to his Brother (deceaſed.)

A Mortgage for Years of other Lands, *&c.* of and by another Anceſtor, recited.

Trees, and the Ground and Soil of the ſame; and all Waters, Watercourſes, Privileges, Advantages and Appurtenances whatſoever to the ſaid Premiſſes, or any or either of them belonging or in any wiſe appertaining, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Premiſſes, and of every Part and Parcel thereof; To hold the ſaid Meſſuages, Lands, Hereditaments and Premiſſes in and by the ſaid laſt recited Indenture demiſed, or mentioned ſo to be, with their Appurtenances, unto the ſaid *Daniel Cox* deceaſed, his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſame Indenture for the Term of five hundred Years, without Impeachment of Waſte, under a Proviſion to be void on Payment of the Sum of 900 *l.* Principal Money and Intereſt for the ſame, at the Rate of 5 *l. per Cent. per Annum* by the ſaid *Kenelm Hart*, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Daniel Cox* deceaſed, his Executors, Adminiſtrators or Aſſigns, at the Days and Times therein for that Purpoſe limited and long ſince paſt; as by the ſaid laſt recited Indenture, relation being thereunto had, may more fully appear. And whereas the ſaid Sum of 900 *l.* Principal Money, or any Part thereof, was not paid unto the ſaid *Daniel Cox* deceaſed, at the Day in the ſaid laſt mentioned Indenture for that Purpoſe limited, by Means whereof the ſaid Term and Eſtate of him the ſame *Daniel Cox* of and in the ſaid laſt mentioned Premiſſes long ſince became abſolute in Law. And whereas the ſaid laſt named *Daniel Cox* is ſome Time ſince deceaſed, having firſt duly made his Laſt Will and Teſtament in Writing, and thereof conſtituted and appointed the ſaid *Charles Cox* his Son Party hereto ſole Executor, who duly proved the ſame, by Means whereof he the ſaid *Charles Cox* the Son is become legally poſſeſſed and intereſted of and in the ſaid laſt mentioned Premiſſes, Lands, Hereditaments and Premiſſes for all the now Reſidue of the ſaid Term of five hundred Years, and is likewiſe become legally and juſtly intitled to all Principal Money, Intereſt and Coſts now due and owing on the ſaid laſt recited Mortgage and Security. And whereas by Virtue of or under the Laſt Will and Teſtament of the ſaid *Kenelm Hart*, and of one or more Codicil or Codicils by him made to the ſame Will, or ſome or one of them, or otherwiſe, the ſaid *Henry Hart*, ſurviving Nephew and Heir and Deviſee of the ſaid *Kenelm Hart*, upon his ſaid Uncle's Deceaſe became juſtly intitled to the Equity of Redemption of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes comprized in the ſaid laſt recited Mortgage, (but ſubject to a Rent-charge of 60 *l. per Annum*, payable thereout to *Frances Hart*, Widow and Relict of the ſaid *Kenelm Hart*, and which is ſince determined by her Deceaſe, and ſubject to and charged with the Debts and Legacies of the ſaid *Kenelm Hart :)* And whereas the ſaid *Henry Hart* the Nephew (who is ſince dead without Iſſue) duly made and publiſhed his Laſt Will and Teſtament in Writing, dated on or about the nineteenth Day of *April* in the Year of our Lord 1727, and did thereby give, deviſe and bequeath (among other Lands) all his Lands, Tenements and Hereditaments whatſoever in the ſaid County of *Cheſter*, and all his perſonal Eſtate, unto the ſaid *Edward Eades*, *Francis Fox* and *George Gray*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively upon the Truſts therein mentioned, and particularly in Truſt to ſell and diſpoſe of his ſaid real Eſtate, and out of the Monies ariſing by ſuch Sale, and from his perſonal Eſtate, firſt to pay all the juſt Debts of his ſaid late Uncle which ſhould remain unpaid at his the ſaid Teſtator's Deceaſe, and then his own Debts, the Legacies by him given, and his Funeral Expences and his ſaid Truſtees Charges, and (after the Bequeſt of ſeveral pecuniary Legacies) all the then Reſidue of his real and perſonal Eſtate he thereby gave and deviſed unto the ſaid *Leonard Lant* and *Mary Maud*, their Heirs, Executors, and Adminiſtrators reſpectively, Share and Share alike, and of his ſaid Will appointed the ſaid *Edward Eades*, *Francis Fox* and *George Gray* Executors; as by the ſaid in Part recited Will ſince proved *per Teſtes* in the High Court of Chancery, Relation being thereunto had, may (among other Things) more fully appear. And whereas by a Decree or Decretal Order of the High Court of Chancery, made and pronounced on or about the fifteenth Day of *February* in the ſecond Year of his now Majeſty's Reign, in a Cauſe then and there depending between the ſaid *Leonard Lant* and *Mary Maud* Plaintiffs, and the ſaid *Frances Hart*, and the ſaid *Edward Eades*, *Francis Fox* and *George Gray*, and the Heirs at Law of *Henry Hart* the Nephew, Defendants, it was (among other

and that the Money is ſtill due;

and that this laſt Mortgagee is dead,

and his Son (a Party) is his Executor.

The Will of laſt mentioned Mortgagor in Part recited,

whereby his Nephew was intitled.

The Will of the Nephew in Part recited,

[*Note, this Nephew was the ſame Perſon who was Brother and Heir to the other Mortgagor.*]

whereby he deviſed for the Payment of Debts, &c. and the Reſidue, &c.

A Decree in Chancery recited.

Things) ordered and decreed, that the real Eſtate of the ſame *Henry Hart* ſhould be ſold by *George Gee*, Eſq; (one of the Maſters of the ſaid Court) unto the beſt Purchaſor or Purchaſors that could be got for the ſame, and that the Monies ariſing by ſuch Sale ſhould be applied in Manner therein mentioned and directed, being in Effect according to the Directions of the ſaid Will of the ſaid *Henry Hart* the Nephew. And whereas the ſaid *Nathaniel Nunn* hath been ſometime ſince reported and confirmed the beſt Purchaſor of all the ſaid Meſſuages, Lands, Hereditaments and Premiſſes, and all other the Freehold Eſtate late of the ſaid *Kenelm Hart* and *Henry Hart* the Nephew, or either of them, in the ſaid County of *Cheſter*, at and for the Sum or Price of 5000 *l.* of lawful Money of *Great Britain*. And whereas by a ſubſequent Order of the ſaid Court made in the ſaid Cauſe on or about the ſecond Day of *March* now laſt paſt, it was *(inter alia)* ordered, that upon the ſaid *Nathaniel Nunn*'s paying his Purchaſe-money into the Bank of *England*, with the Privity of the Accountant General of the ſaid Court, ſubject to the further Order of the ſame Court, he the ſaid *Nathaniel Nunn* ſhould be put into Poſſeſſion of the ſaid purchaſed Premiſſes. And whereas by a ſubſequent Order of the ſaid Court made in the ſame Cauſe on or about the twenty-ſixth Day of *May* now laſt paſt, it was *(inter alia)* referred to the ſaid Maſter to take an Account of what remained due to the ſeveral Mortgagees of the ſaid Eſtate; and it was thereby *(inter alia)* ordered, that the ſaid *Nathaniel Nunn* ſhould out of the ſaid Purchaſe-Money (before the ſame was paid into Bank) pay what ſhould be reported due to the ſaid ſeveral Mortgagees on their ſeveral Mortgages. And whereas the ſaid Maſter by his Report (made in Purſuance of the ſaid laſt recited Order) dated on or about the ſecond Day of this Inſtant Month of *February*, hath certified *(inter alia)* that on the thirteenth Day of the ſame Inſtant there did remain due unto the ſaid *Andrew Alton* for Principal Money, Intereſt and Coſts on his ſaid recited Mortgage, and for Monies by him paid to the ſaid *Benjamin Bray*, and otherwiſe in Manner therein mentioned, the Sum of 212 *l.* 15 *s.* 10 *d.* and unto the ſaid *Benjamin Bray*, on his ſaid recited Mortgage, his Principal Sum of 150 *l.* only, all Intereſt and Coſts having been paid him by the ſaid *Andrew Alton*; and unto the ſaid *Charles Cox* Party hereto, for Principal Money, Intereſt and Coſts on the ſaid recited Mortgage made to the ſaid *Daniel Cox* his late Father, the Sum of 1133 *l.* 9 *s.* 4 *d.* as by the ſaid recited Decree, ſubſequent Orders and Reports, Relation being thereunto reſpectively had, may more fully appear. And whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe bearing even Date herewith, and Fine *ſur Conuzance de Droit come ceo, &c.* in the ſame Releaſe covenanted to be levied, and by other good Conveyances and Aſſurances in the Law, all the ſaid purchaſed Meſſuages, Lands, Hereditaments and Premiſſes, and the Freehold and Inheritance, and Right and Equity of Redemption thereof, in Conſideration of the ſaid Sum of 5000 *l.* Purchaſe-Money, mentioned to be paid by the ſaid *Nathaniel Nunn* in Manner in the ſame Releaſe mentioned and expreſſed, and in Obedience to the ſaid recited Decree are conveyed and aſſured, or intended to be conveyed and aſſured by the ſaid *Benjamin Bray*, *Francis Fox*, *Leonard Lant* and *Mary Maud*, and the Heirs at Law of the ſaid *Henry Hart* the Nephew, and others, unto and to the Uſe of the ſaid *Nathaniel Nunn*, his Heirs and Aſſigns. Now this Indenture witneſſeth, That in purſuance of and Obedience to the ſaid recited Decree, and for and in Conſideration of the Sum of 212 *l.* 15 *s.* 10 *d.* of lawful Money of *Great Britain*, (Part of the ſaid 5000 *l.* Purchaſe-Money) to the ſaid *Andrew Alton*, at the Requeſt and by the Direction and Appointment of the ſaid *Leonard Lant* and *Mary Maud*, and with the Privity and Conſent of the ſaid *Edward Eades*, *Francis Fox* and *George Gray* (teſtified by their ſeverally being Parties to, and their Sealing and Delivery of theſe Preſents) in Hand well and truly paid by the ſaid *Nathaniel Nunn* at or before the Enſealing and Delivery of theſe Preſents, in Obedience to the ſaid laſt recited Order, and in full of all Principal Money, Intereſt and Coſts ſo reported due to the ſaid *Andrew Alton* as aforeſaid, the Receipt and Payment of which ſaid Sum of 212 *l.* 15 *s.* 10 *d.* accordingly he the ſaid *Andrew Alton* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Nathaniel Nunn*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid

that the Eſtate ſhould be ſold.

Recital that the now Vendee was reported the beſt Purchaſor.

An Order of Court recited to put him in Poſſeſſion on paying in the Money, &c.

Another Order of Reference to take the Account of the Mortgagees.

The Maſter's Report recited.

Leaſe and Releaſe (the latter of this Date) and Fine, recited,

whereby Part of the Premiſſes are conveyed to the Purchaſor.

The Grant and Releaſe of the other Premiſſes.

ſaid *Andrew Alton*, at the Requeſt and by the Direction and Appointment of the ſaid *Edward Eades*, *Francis Fox*, *George Gray*, *Leonard Lant* and *Mary Maud*, teſtified as aforeſaid, hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Nathaniel Nunn*, his Heirs and Aſſigns, all and every the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in and by the ſaid firſt recited Indentures of Leaſe and Releaſe granted, ratified and confirmed unto and to the Uſe of him the ſaid *Andrew Alton*, his Heirs and Aſſigns as aforeſaid, or mentioned or intended ſo to be, with their and every their Appurtenances, (all which ſaid Meſſuages, Lands, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, are now in the actual Poſſeſſion of the ſaid *Nathaniel Nunn*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Andrew Alton* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Nathaniel Nunn*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders yearly, and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Intereſt, Title, Property, Claim and Demand whatſoever both at Law and in Equity of him the ſaid *Andrew Alton*, of, in, to, or out of the ſaid herein before granted and releaſed Premiſſes, or any Part thereof; and alſo all Deeds, Evidences and Writings touching or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which he the ſaid *Andrew Alton* now hath in his Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, with their Appurtenances, unto the ſaid *Nathaniel Nunn*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Nathaniel Nunn*, and of his Heirs and Aſſigns for ever.

Habendum in Fee.

The former Mortgagee covenants that he has not done any Thing to incumber.

And the ſaid *Andrew Alton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Nathaniel Nunn*, his Heirs and Aſſigns, that he the ſaid *Andrew Alton* hath not heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes by him herein before granted and releaſed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And this Indenture further witneſſeth, That in further Purſuance of and in Obedience to the ſaid Decree, and for and in Conſideration of the Sum of 150 *l.* of like Money (other Part of the ſaid 5000 *l.* Purchaſe-Money) to the ſaid *Benjamin Bray*, at the like Requeſt, and by the like Direction and Appointment of the ſaid *Leonard Lant* and *Mary Maud*, and with the like Privity and Conſent of the ſaid *Edward Eades*, *Francis Fox* and *George Gray*, (teſtified as aforeſaid) in Hand well and truly paid by the ſaid *Nathaniel Nunn*, at or before the Enſealing and Delivery of theſe Preſents, in Obedience to the ſaid laſt recited Order, and in full of all Monies ſo reported due to the ſaid *Benjamin Bray* as aforeſaid, the Receipt and Payment of which ſaid Sum of 150 *l.* accordingly he the ſaid *Benjamin Bray* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Nathaniel Nunn*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and in Conſideration of the Sum of 5 *s.* of like Money to the ſaid *Benjamin Bray* in Hand paid by the ſaid *Owen Ongley* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Benjamin Bray*, at the Requeſt, and by the Direction and Appointment of the ſaid *Edward Eades*, *Francis Fox*, *George Gray*, *Leonard Lant* and *Mary Maud*, teſtified as aforeſaid, hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth (at the Nomination of the ſaid *Nathaniel Nunn*) bargain, ſell, aſſign and ſet over unto the ſaid *Owen Ongley*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in and by the ſaid recited Indenture of the fifteenth Day of *July* 1718, demiſed and granted as aforeſaid, or mentioned ſo to be, with their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever both at Law and in Equity of him the ſaid *Benjamin Bray*, of, in, to or out of the

Aſſignment of a Term to a Truſtee for the Purchaſor.

ſame Premiſſes, or any Part thereof, by Virtue of the ſaid laſt mentioned Indenture, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before aſſigned, or mentioned ſo to be, with their Appurtenances, unto the ſaid *Owen Ongley*, his Executors, Adminiſtrators and Aſſigns, from henceforth for all the now Reſidue of the ſaid Term of one thouſand Years therein, in Truſt nevertheleſs for the ſaid *Nathaniel Nunn*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint, and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes to him and them herein before conveyed, and (together with the ſaid other purchaſed Premiſſes intended to be conveyed as aforeſaid) to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, (if any be.) And the ſaid *Benjamin Bray* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Owen Ongley*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Benjamin Bray* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes by him herein before aſſigned, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. And this Indenture further witneſſeth, That in further Purſuance of and in Obedience to the ſaid Decree, and for and in Conſideration of the Sum of 1133 *l.* 9 *s.* 4 *d.* of like Money (other Part of the ſaid 5000 *l.* Purchaſe-Money) to the ſaid *Charles Cox*, Party to theſe Preſents, at the like Requeſt and by the like Direction and Appointment of the ſaid *Leonard Lant* and *Mary Maud*, and with the like Privity and Conſent of the ſaid *Francis Fox*, *Edward Eades* and *George Gray* (teſtified as aforeſaid) in Hand well and truly paid by the ſaid *Nathaniel Nunn* at or before the Enſealing and Delivery of theſe Preſents, in Obedience to the ſaid laſt recited Order, and in full of all Principal Money, Intereſt and Coſts ſo reported due to him the ſame *Charles Cox* as aforeſaid, the Receipt and Payment of which ſaid Sum of 1133 *l.* 9 *s.* 4 *d.* he the ſaid *Charles Cox* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Nathaniel Nunn*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and in Conſideration of the Sum of 5 *s.* of like Money to the ſame *Charles Cox* in Hand paid by the ſaid *Owen Ongley* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Charles Cox* Party hereto, at the Requeſt and by the Direction and Appointment of the ſaid *Edward Eades*, *Francis Fox* and *George Gray*, *Leonard Lant* and *Mary Maud* (teſtified as aforeſaid) hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth (at the Nomination of the ſaid *Nathaniel Nunn)* bargain, ſell, aſſign and ſet over unto the ſaid *Owen Ongley*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in and by the ſaid recited Indenture of the ſaid ſixteenth Day of *June* 1724. demiſed as aforeſaid, or mentioned ſo to be, with their and every of their Appurtenances, and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever both at Law and Equity of him the ſaid *Charles Cox*, of, in, to or out of the ſame Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by Virtue of the ſaid laſt mentioned Indenture, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes laſt herein before aſſigned, or mentioned ſo to be, with their Appurtenances, unto the ſaid *Owen Ongley*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the now Reſidue of the ſaid Term of five hundred Years therein, in Truſt nevertheleſs for the ſaid *Nathaniel Nunn*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall in that Behalf direct or appoint, and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes ſo intended to be (together with the ſaid other purchaſed Meſſuages, Lands and Hereditaments) to him and them conveyed as aforeſaid, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any be. And the ſaid *Charles Cox* doth hereby for himſelf, his

Habendum

in Truſt,

and to attend the Inheritance.

Mortgagee covenants that he hath not incumbred.

Aſſignment of another Mortgage-Term to the ſame Truſtee for the Purchaſor.

Habendum as in the preceding.

The Mortgagee covenants that neither he nor his Father have done any Thing to incumber.

Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Owen Ongley*, his Heirs, Executors and Adminiſtrators, that he the ſaid *Charles Cox*, or his ſaid late Father, or either of them, have not, nor hath heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes by him herein before aſſigned, or any of them, or any Part thereof, or the ſaid Term of five hundred Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs, *&c.*

N° 2. *A Deed of Releaſe and Reconveyance of an Eſtate to be in its former Plight, upon ſpecial Circumſtances. An elder Brother having before obtained by Surprize a Releaſe from the younger Children of certain Claims real and perſonal which they had thereon; this Deed is contrived to defeat that Releaſe and prevent a Suit in Equity.*

THIS Indenture tripartite, made the fourth Day of *Auguſt Anno Domini* 1726. and in the thirteenth Year of the Reign of our Sovereign Lord *George*, by the Grace of God, King, *&c.* between Sir *Adam Aſfield* of, *&c.* Bart. eldeſt Son and Heir now living of Dame *Barbara Aſfield* deceaſed, Widow and Relict of Sir *Charles Aſfield* late of, *&c.* aforeſaid, Bart. deceaſed, and one of the five Daughters and Coheirs of *Benjamin Berry*, Eſq; deceaſed, and alſo one of the Nieces and Coheirs of *Charles Carey* deceaſed, and the ſaid Sir *Adam Aſfield* his ſecond Brother and Heir of Sir *Charles Aſfield* the Younger, Bart. deceaſed, and ſole Executor of his laſt Will and Teſtament, and Deviſee of all his real and perſonal Eſtate, (which ſaid Sir *David Aſfield* laſt mentioned at the Time of his Death was eldeſt Son and Heir of the ſaid Dame *Barbara Aſfield)* of the firſt Part; *Edward Enhill* of, *&c.* Eſq; of the ſecond Part, and *Francis Aſfield*, Eſq; the younger Son of the ſaid Dame *Barbara Aſfield*, *Gregory Gent*, Eſq; and *Hannah* his Wife, *John Innis* Doctor in Phyſick, Adminiſtrator of the Goods and Chattels, Rights and Credits of *Letitia* his late Wife deceaſed, and *James Kent*, Eſq; and *Martha* his Wife (which ſaid Sir *Charles Aſfield* the Son, Sir *Adam Aſfield*, *Francis Aſfield*, *Hannah Gent*, *Letitia Innis* and *Martha Kent*, together with *Olivia Orford*, Widow, now deceaſed, late the Wife of *Nathaniel Orford*, Eſq; deceaſed, and *Priſcilla Penn* the late Wife of *Peter Penn*, Eſq; deceaſed, were the Children of the ſaid Dame *Barbara Aſfield* by the ſaid Sir *Charles Aſfield* her Huſband) of the third Part. Whereas in and by a certain Indenture tripartite inrolled in Chancery, bearing Date on or about the fifth Day of *June* now laſt paſt, and made or mentioned to be made between the ſaid Sir *Adam Aſfield* of the firſt Part, the ſaid *Edward Enhill* of the ſecond Part, and the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Letitia* his Wife, and *Olivia Orford*, of the third Part, therein reciting, that by an Act of Parliament paſſed in the third Year of the late Queen *Anne*, intitled, An Act for ſettling the Eſtate of *Benjamin Berry*, Eſq; deceaſed, therein reciting, that *Benjamin Berry*, Eſq; who died about the ſecond Day of *May* in the Year of our Lord 1704. had Iſſue five Daughters, *viz. Barbara*, who married the ſaid Sir *Charles Aſfield*, Bart. *Quintilla*, who married *Robert Bond*, Eſq; and died leaving Iſſue *Samuel Bond* her eldeſt Son then an Infant, *Tabitha* his third Daughter, who married Sir *Valentine Villers*, Bart. *Anne* his fourth Daughter, who married *William Wall*, Eſq; and *Catherine*, who married Sir *Brian Bell*, Bart. and on the ſaid *Benjamin Berry*'s Death his Inheritance deſcended on his ſaid five Daughters; and that by an Agreement therein mentioned, Sir *Charles Aſfield* the Father had agreed to buy and purchaſe the Manor of *Danley*, and ſome other Lands thereunto near adjoining, and the Manor of *Enfrew* in the County of *Eſſex*, late of the ſaid *Benjamin Berry*, in the ſaid Articles particularly deſcribed, for the Sum of 30000 *l.* whereof 10000 *l.* and Intereſt was to be paid to the ſaid Dame *Barbara Aſfield*, it was thereby enacted, that the ſaid Agreement ſhould be performed, and that the ſaid Manor of *Danley*, and other the Lands, Tenements and Hereditaments therein deſcribed,

A Deed of Releaſe inrolled made to an elder Brother of the Right and Claim of a younger Brother and Siſters on certain Lands recited, in which is recited a private Act for dividing the Eſtate of their Mother's Father among his five Daughters, *&c.* Coheirs (reciting an Agreement by her Huſband, Father of the ſaid now Parties, to purchaſe a Manor, *&c.* Part of her Father's Eſtate, at a certain Price)

ſubject

ſubject to the Rent-charges and other out Payments therein expreſſed, ſhould be transferred to and veſted and ſettled in *Francis Farr*, Sir *Valentine Villers*, *Harry Hunt* and *Edward Enhill*, their Executors, Adminiſtrators and Aſſigns, for and during and until the full End and Term of five hundred Years, to be computed from the Feaſt of the Annunciation of the bleſſed Virgin *Mary* which was in the Year of our Lord 1704, without Impeachment of Waſte on the Truſts therein mentioned, and after the Determination of the ſaid Term, to the Uſe of the ſaid Sir *Charles Aſfield*, his Heirs and Aſſigns for ever. And it was thereby provided and enacted, that the Remainder of the ſaid Manors, Lands, Tenements and Hereditaments, by the ſaid Act veſted in the ſaid Sir *Charles Aſfield* and his Heirs, after the Determination of the ſaid Term of five hundred Years, ſhould be and was thereby charged and made chargeable with the Payment of the ſaid Sum of 10000*l.* to ſuch Perſon and Perſons, and to and for ſuch Uſes, Intents and Purpoſes, and in ſuch Manner, and with or without Power of Revocation, as the ſaid Dame *Barbara Aſfield*, notwithſtanding her Coverture, by any Deed or Deeds, or Writing or Writings under her Hand and Seal, atteſted by three or more credible Witneſſes, with the Conſent of *Charles Carey*, Eſq; ſhould direct or appoint; as by the Act, Relation being thereunto had, might more fully and at large appear. And in the ſaid Indenture tripartite of the fifth of *June* laſt alſo further reciting, that the ſaid Sir *Charles Aſfield*, Huſband of the ſaid Dame *Barbara Aſfield*, in and by his laſt Will and Teſtament in Writing, dated on or about the fifteenth Day of *May* which was in the Year of our Lord 1715. duly executed according to Law, did, among other Deviſes therein mentioned, give and deviſe to the ſaid Dame *Barbara Aſfield* his Wife, all that his Capital Meſſuage called *Danley Houſe*, with the Outhouſes and Buildings, Yards, Gardens, Parks and Grounds to the ſame belonging, and all his Farms, Lands, Woods and Hereditaments in *Danley* aforeſaid, and the Towns adjoining, late Parcel of the Eſtate of the ſaid *Benjamin Berry*, and all that the Manor of *Enfrew* in the County of *Eſſex*, and all his Meſſuages, Houſes, Tenements, Farms, Lands, Grounds and Hereditaments in *Enfrew* aforeſaid, and the Towns adjoining in the ſame County, late alſo Parcel of the Eſtate of the ſaid *Benjamin Berry*, which Eſtates in *Danley* and *Enfrew* were purchaſed under the ſaid Act of Parliament, which ſaid Deviſes were ſo made to his ſaid Wife under this expreſs Condition, that ſhe releaſe to his Son *Charles* all ſuch Sums of Money as are charged for her Uſe and Benefit upon thoſe Eſtates and others by the ſaid Act of Parliament; and thereby gave to his ſaid Wife all his Plantations, Houſes, Buildings, Mills, Negroes, Grounds, and all other his real and perſonal Eſtate whatſoever in the Iſland of *Jamaica*, upon Truſt to ſell and diſpoſe of the ſame, and by the Money ariſing by ſuch Sale in the firſt Place to pay his juſt Debts, and for other the Purpoſes therein mentioned, and of his ſaid Will made the ſaid Dame *Barbara Aſfield* ſole Executrix, as by the ſaid Will might more fully appear. And further reciting, that after the Death of the ſaid Sir *Charles Aſfield*, Huſband of the ſaid Dame *Barbara Aſfield*, the ſaid Sir *Charles Aſfield*'s Will before recited was produced, opened and read to her in the Preſence of her Children; and ſhe the ſaid Dame *Barbara Aſfield* was then pleaſed to declare her Huſband had dealt very kindly by her, and that ſhe accepted of the ſaid Will, and would perform the ſame; and in Regard there was the leaſt given to *Charles Aſfield* her eldeſt Son during her Life, ſhe would therefore be very kind to him out of what was given to her, and enable him to live like the eldeſt Son of the Family: And this Declaration being made, or to the like Effect, the ſaid Dame *Barbara Aſfield* and Sir *Charles Aſfield* her Son were entirely ſatisfied, and lived with great Kindneſs and Amity; but the ſaid Dame *Barbara Aſfield* was ſoon after taken ill, and in a very little Time died. And further reciting, that the ſaid Dame *Barbara Aſfield* was at the Time of her Death ſeiſed of, or at leaſt in Equity intitled unto, ſeveral Freehold Houſes, Rents and Ground-Rents in the Pariſhes of St. *Anne Soho* and St. *George Bloomſbury* in the County of *Middleſex*, and by Conſent of the ſaid Truſtees in actual Poſſeſſion thereof at the Time of her Death. And further reciting, that ſome Diſputes had ariſen between the ſaid Sir *Adam Aſfield* and *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, and *Olivia Orford*, touching and concerning the ſaid Sum of 10000*l.* charged on the Manor of *Danley*, and other the Lands, Tene-

and the Agreement is enacted to be performed; and a long Term raiſed in the Manor, with Remainder to the Huſband in Fee, the Remainder chargeable with his Wife's Portion,

with Power of Revocation in the Wife.

In the ſame Indenture is recited the Will of the Huſband,

deviſing the ſame Lands, &c. to his Wife,

on Condition ſhe releaſe to his eldeſt Son all Money charged thereon for her Uſe.

The ſame Indenture recited that the Will after her Huſband's Death was read to her, and ſhe verbally accepted thereof,

and in a ſhort Time ſhe died,

and recited that at her Death ſhe was intitled to certain real Eſtate,

and that Diſputes had ariſen between the elder Brother and the younger Bro-

ments

ther and Siſters touching the Mother's Portion, and ſome real Eſtates deviſed to her.

ments and Hereditaments mentioned in the ſaid Act of Parliament, in Truſt for the ſaid Dame *Barbara Aſfield* as aforeſaid, and touching and concerning ſuch Freehold Meſſuages, Tenements and Hereditaments, as ſhe the ſaid Lady *Aſfield* was intitled to by Virtue of the Laſt Will and Teſtament of *Charles Carey*, Eſq; deceaſed, dated the fifteenth Day of *February* in the Year of our Lord 1708. which ſaid Freehold Meſſuages, Tenements and Hereditaments were by the ſaid Will deviſed to *Jonathan Jans*, Eſq; ſince deceaſed, and the ſaid *Edward Enhill*, upon the Truſts therein mentioned, which ſaid Sum of 10000 *l.* and the ſaid Freehold Premiſſes, the ſaid Sir *Adam Aſfield* claimed, in Regard his ſaid Mother Dame *Barbara Aſfield* had accepted the ſaid Sir *Charles Aſfield*'s Will; and though ſhe had not, purſuant to the ſaid Will and the Condition therein contained, ſigned an actual Releaſe, yet ſuch Acceptance amounted in Equity and Conſcience to a Releaſe. And further reciting, that ſeveral unnatural and expenſive Suits were like to ariſe touching the ſaid Will of the ſaid Sir *Charles Aſfield* the Father, for preventing whereof, and the Expences conſequential to ſuch Suits, and for ſettling Peace in the ſaid Family, the ſaid Sir *Adam Aſfield* had agreed to pay to the ſaid *Francis Aſfield* the Sum of 600 *l.* of lawful Money, to the ſaid *Hannah Gent* 600 *l.* of like Money, to the ſaid *John Innis* 600 *l.* to the ſaid *Martha Kent* 600 *l.* and to the ſaid *Olivia Orford* 600 *l.* in full for all ſuch Claims and Demands either in Law or Equity, as the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, and *Olivia Orford*, either or any of them had, might or could claim unto the ſaid Sum of 10000 *l.* or any the ſaid Freehold Meſſuages, Lands, Tenements and Hereditaments, of which they, either or any of them had, or could or might claim by Virtue of the ſaid Will of the ſaid Sir *Charles Aſfield* the Father, or the Will of the ſaid *Charles Carey*, Eſq; or otherwiſe howſoever. And in Conſideration of the Payment of the ſaid reſpective Sums of 600 *l.* they the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, and *Olivia Orford*, had agreed to releaſe all their Right, Title, Intereſt, Claim and Demand both in Law and Equity to the ſaid Sum of 10000 *l.* and the Manors, Lands, Tenements and Hereditaments charged with the Payment thereof, and to the Freehold Meſſuages, Tenements and Hereditaments in the ſaid Pariſhes of St. *George Bloomſbury* and St. *Anne Soho* aforeſaid, which the ſaid Sir *Adam Aſfield* claimed as Heir to his ſaid Mother. And further reciting, that the ſaid *Jonathan Jans*, one of the Truſtees named in the ſaid Will of the ſaid *Charles Carey*, was dead, and the legal Eſtate of and in the ſaid Freehold Meſſuages, Lands, Tenements and Hereditaments, deviſed in Truſt for the ſaid Dame *Barbara Aſfield* and her Heirs, was then veſted in the ſaid *Edward Enhill* by Survivorſhip, it is in and by the ſaid Indenture of the fifth of *June* laſt paſt witneſſed, that as well in Performance of the ſaid Agreement, as for and in Conſideration of the Sum of 600 *l.* to the ſaid *Francis Aſfield*, and of the further Sum of 600 *l.* to the ſaid *Gregory Gent* and *Hannah* his Wife, and of the further Sum of 600 *l.* to the ſaid *John Innis*, and of the further Sum of 600 *l.* to the ſaid *James Kent* and *Martha* his Wife, and of the further Sum of 600 *l.* to the ſaid *Olivia Orford*, paid by the ſaid Sir *Adam Aſfield*, they the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, and *Olivia Orford*, did thereby grant, bargain, ſell, remiſe, releaſe and quit claim to the ſaid Sir *Adam Aſfield*, his Heirs, Executors and Adminiſtrators, the ſaid Sum of 10000 *l.* and all their Right, Title, Claim and Demand both in Law and Equity in and to the ſame, and all their Eſtate, Right, Title, Intereſt, Claim and Demand in Law and Equity in and to the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments by the ſaid Act of Parliament charged with the Payment thereof, ſo as neither they the ſaid *Francis Aſfield*, *Gregory Gent* or *Hannah* his Wife, *John Innis*, *James Kent* or *Martha* his Wife, or *Olivia Orford*, their, or either or any of their Heirs, Executors, Adminiſtrators or Aſſigns, any Eſtate, Right, Title, Intereſt, Claim or Demand, ſhould or would at any Time then after have, claim, challenge or demand, of, in or to the ſaid Manors, Lands, Tenements or Hereditaments, or the ſaid Sum of 10000 *l.* charged thereon, or the Intereſt thereof, or any Part thereof, but of and from all ſuch Eſtate, Right, Title, Intereſt, Claim and Demand ſhould for ever thenafter be barred by the ſame Indenture. And the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John*

The eldeſt Son's Pretenſion,

and recited that Suits were like to ariſe, and that therefore for Peace the eldeſt Brother had agreed to pay the other certain Sums in Lieu of their Claims,

and that they had agreed to releaſe the ſame.

The Clauſes of Releaſe, &c.

of the Demands, &c.

Innis, *James Kent* and *Martha* his Wife, and *Olivia Orford*, did thereby remiſe, releaſe and quit-claim unto the ſaid Sir *Adam Aſfield*, his Heirs, Executors and Adminiſtrators, all Action and Actions, Cauſe and Cauſes of Action, Claims and Demands whatſoever both in Law and Equity touching the ſaid Sum of 10000 *l.* or the Intereſt thereof, or otherwiſe relating thereunto. And it is in and by the ſaid Indenture further witneſſed, that in further Performance of the ſaid Agreement, and for the Conſiderations aforeſaid, they the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innes*, *James Kent* and *Martha* his Wife, and *Olivia Orford*, did thereby grant, bargain, ſell, alien, releaſe, ratify and confirm, and by their expreſs Directions, and at their Requeſt teſtified as therein is mentioned, the ſaid *Edward Enhill* did bargain and ſell unto the ſaid Sir *Adam Aſfield*, his Heirs and Aſſigns, all and every the Freehold Meſſuages, Rents, Ground-Rents and Hereditaments, ſituate, lying and being in the ſeveral Pariſhes of St. *George Bloomſbury* and St. *Anne Soho* in the ſaid County of *Middleſex*, which by the ſaid *Charles Cary*'s Will were deviſed to or in Truſt for the ſaid Dame *Barbara Aſfield* and her Heirs, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Premiſſes, and all the Eſtate, Right, Title, Property, Claim and Demand of the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, and *Olivia Orford*, in and to the ſame, (except as therein is mentioned to be excepted); To hold unto and to the Uſe of the ſaid Sir *Adam Aſfield*, his Heirs and Aſſigns for ever; as in and by the ſaid recited Indenture, Relation being thereunto had, may more fully and at large appear. And whereas the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, and *Olivia Orford*, did ſeverally give and ſign Receipts under their Hands, indorſed on the ſaid recited Indenture, for the ſeveral Sums of 600 *l.* Conſideration Monies, above mentioned to be paid to them reſpectively as aforeſaid, although no more of ſuch Conſideration Monies was or hath been actually paid to or received by them, or either of them, ſave only the ſaid whole Sum of 600 *l.* to the ſaid *James Kent*, and the Sum of 300 *l.* to the ſaid *John Innis*, and the Sum of 200 *l.* to the ſaid *Olivia Orford*, which he the ſaid Sir *Adam Aſfield* doth hereby own and acknowledge. And whereas the ſaid Indenture of the fifth of *June* laſt was very unadviſedly made and executed by the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, and *Olivia Orford*, who were prevailed upon and induced thereto by ſome plauſible Suggeſtions, and at the preſſing Inſtance of the ſaid Sir *Adam Aſfield*, without being made acquainted with the true and real Purport, Contents and Operation thereof; and if the ſame ſhould continue in Force would moſt probably have very ill Conſequences and Effects, by creating expenſive Suits, Controverſies and Diſputes between the Parties thereto, or their Repreſentatives. Now this Indenture witneſſeth, that in order to prevent all ſuch ill Conſequences and Effects, and as much as may be to cultivate a good Underſtanding between ſuch near Relations, it is hereby agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, and they do hereby mutually conſent, declare and agree; and in particular the ſaid Sir *Adam Aſfield* doth hereby conſent, declare and agree, that the ſaid recited Indenture, and all and every the Grants, Releaſes, Covenants, Clauſes, Matters and Things therein contained, ſhall from henceforth ceaſe, determine, and be utterly null and void to all Intents and Purpoſes whatſoever, in ſuch Manner as if the ſame Indenture had never been made and executed; and that the ſeveral Eſtates, Rights, Titles, Intereſts, Claims and Demands therein and thereby granted, bargained, ſold, aliened, remiſed, releaſed, quit-claimed, ratified and confirmed reſpectively as aforeſaid, ſhall henceforth remain, continue and be in the ſame Poſture, Plight and Condition as they were in, at and immediately before the executing the ſaid recited Indenture in all Reſpects whatſoever; ſave and except as to the Eſtate, Share and Intereſt of the ſaid *Olivia Orford* of and in the ſaid 10000 *l.* and other the Premiſſes in Reſpect of her Death only; it being the true Intent and Meaning of all the ſaid Parties to theſe Preſents, and ſo hereby declared, that the Heirs, Executors, Adminiſtrators and Aſſigns, Deviſees and Repreſentatives of her the ſaid *Olivia Orford*, ſhall ſtand, remain and be in the ſame Plight, State and Condition with Regard to her Eſtate, Share and Intereſt in the Premiſſes, in all Reſpects

and of the Land, by them and a ſurviving Truſtee,

to the Uſe of the elder Brother in Fee.

Recital that they ſigned Receipts for the Money, endorſed on the Indenture although only Part paid,

and that the ſaid Indenture was made unadviſedly, &c.

The Parties agree that the ſame ſhall be void,

and the Eſtates to be in the former Plight,

except as to one Share, in Reſpect only of the Death of the Party, but the Repreſentative to be in the ſame Plight.

ſpects as if the ſaid recited Indenture had never been made and executed, or as if the ſame had been totally made null and void in her Lifetime. And this Indenture further witneſſeth, that in Conſideration of the Premiſſes, and alſo in Conſideration of the Sum of 600 *l.* of lawful Money of *Great Britain* by the ſaid *James Kent*, and of the further Sum of 300 *l.* of like Money by the ſaid *John Innis*, both in Hand paid to the ſaid Sir *Adam Aſfield* at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof accordingly he the ſaid Sir *Adam Aſfield* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *James Kent* and *John Innis*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively for ever by theſe Preſents, (which ſaid Sums of 600 *l.* and 300 *l.* are the ſame Sums by them reſpectively received of and from the ſaid Sir *Adam Aſfield* at or upon the making and executing the ſaid recited Indenture, and are therefore now to be returned) he the ſaid Sir *Adam Aſfield* hath granted, bargained, ſold, remiſed, releaſed, and for ever quit-claimed and relinquiſhed, and by theſe Preſents doth for himſelf, his Heirs, Executors and Adminiſtrators, grant, bargain, ſell, remiſe, releaſe, and for ever quit-claim and relinquiſh unto the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, each and every of them, their, and each and every of their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, all Sum and Sums of Money, Eſtates, Rights, Titles, Intereſts, Coſts, Claims and Demands whatſoever both in Law and Equity, which in and by the ſaid recited Indenture were granted, bargained, ſold, releaſed, remiſed and quit-claimed, or made by them the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis James Kent* and *Martha* his Wife, either or any of them, unto or with him the ſaid Sir *Adam Aſfield*, his Heirs, Executors or Adminiſtrators as aforeſaid, and all the Benefit and Advantage thereof. And further, for the Conſiderations aforeſaid, he the ſaid Sir *Adam Aſfield* hath remiſed, releaſed and for ever quit-claimed, and by theſe Preſents doth remiſe, releaſe and for ever quit-claim unto the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, all Action and Actions, Cauſe and Cauſes of Actions, Claims and Demands whatſoever both in Law and Equity, by Force and Virtue, or for or by Reaſon or Means of the ſaid recited Indenture, or of any Grant, Bargain, Sale, Remiſe, Releaſe, Ratification, Confirmation or Covenant therein contained, or otherwiſe touching the ſame Indenture. And this Indenture further witneſſeth, that for the Conſiderations aforeſaid, and for the more full and effectual annulling and making void the ſaid recited Indenture, and the Grant and Conveyance thereby made to all Intents and Purpoſes, and for reveſting, and reinſtating and re-eſtabliſhing the ſeveral Eſtates and Intereſts therein, and thereby granted, bargained, ſold and releaſed reſpectively as aforeſaid, in the ſame Plight and Condition as they were in at and immediately before the Execution of the ſame Indenture, and for and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to the ſaid Sir *Adam Aſfield* in Hand paid by the ſaid *Edward Enhill* at or before the Enſealing or Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid Sir *Adam Aſfield*, at the Requeſt, and by the Direction and Appointment of the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, teſtified by their being Parties to and their Sealing and Delivery of theſe Preſents, hath granted, bargained, ſold, aliened, releaſed, ratified and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe, ratify and confirm unto the ſaid *Edward Enhill*, his Heirs and Aſſigns, all and every the ſaid Freehold Meſſuages, Rents, Ground-Rents, Hereditaments and Premiſſes in the Pariſhes of St. *George* and St. *Anne Soho* aforeſaid, or either of them, which in and by the ſaid recited Indenture were granted, bargained and ſold unto and to the Uſe of the ſaid Sir *Adam Aſfield*, his Heirs and Aſſigns as aforeſaid, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſame Premiſſes, and all the Eſtate, Right, Title, Property, Claim and Demand of the ſaid Sir *Adam Aſfield*, of, in and to the ſame, by Virtue of the ſame Indenture, (except as therein is mentioned to be excepted); To have and to hold the ſaid laſt mentioned Meſſuages, Rents, Ground-Rents, Hereditaments and Premiſſes, (except as aforeſaid)

In Conſideration of the Repayment of the Money. The elder Brother releaſes to them all Demands, &c.

and Actions,

and the Lands, &c. to a Truſtee,

by their Direction,

ſaid) with their and every of their Appurtenances unto the ſaid *Edward Enhill*, his Heirs and Aſſigns, to the Uſe of the ſaid *Edward Enhill*, his Heirs and Aſſigns, in Truſt, and to the Intent that the ſaid laſt mentioned Premiſſes may remain and be in the ſame Poſture, Plight and Condition as they were in at the Time of and immediately before the Executing the ſaid recited Indenture, or would now be in if the ſaid recited Indenture had not been made; and upon Truſt that the ſaid *Edward Enhill* and his Heirs may from henceforth ſtand ſeiſed of the ſaid laſt mentioned Meſſuages, Hereditaments and Premiſſes, to the Uſe of or in Truſt for or for the Benefit of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and to and for ſuch Intents and Purpoſes as the ſame were then veſted in him the ſaid *Edward Enhill* and his Heirs, as fully and effectually, and in the ſame or like Manner to all Intents and Purpoſes, as if the ſaid recited Indenture had never been made and executed. And the ſaid Sir *Adam Aſfield* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, and *Edward Enhill*, and each and every of them, their, and each and every of their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, in Manner and Form following; (that is to ſay) That he the ſaid Sir *Adam Aſfield* hath not ſince the making and executing of the ſaid recited Indenture done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the reſpective Shares and Intereſts of them the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, any or either of them, of, in and to the ſaid Sum of 10000 *l.* or any Part thereof, or the Intereſt thereof, or any Part thereof, is, are, ſhall or may be releaſed or diſcharged, or whereby or by Means whereof the ſaid Meſſuages, Rents, Ground-Rents, Hereditaments and Premiſſes mentioned, or intended to be hereby granted, bargained and ſold, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate or otherwiſe howſoever. And moreover, that he the ſaid Sir *Adam Aſfield*, his Heirs, Executors and Adminiſtrators, and all other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him and them, ſhall and will within the Space of ten Years next enſuing the Date hereof, at the Requeſt, Coſts and Charges of the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, their Heirs, Executors, Adminiſtrators or Aſſigns, ſome or one of them, make, do, acknowledge, levy, ſuffer and execute, or cauſe to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more full and effectual annulling, making void and fruſtrating the ſaid recited Indenture, every or any Part thereof, and all or any the Ends, Intents and Purpoſes thereof, and for reveſting the ſeveral Eſtates and Intereſt thereby granted, bargained, ſold and releaſed reſpectively as aforeſaid, in the ſame Poſture, Plight and Condition as they were in at and immediately before the Executing the ſame Indenture, or would now be in if the ſame Indenture had not been made, or as near thereto as may be, and the Deaths of Perſons will admit, as by the ſaid *Francis Aſfield*, *Gregory Gent* and *Hannah* his Wife, *John Innis*, *James Kent* and *Martha* his Wife, and *Edward Enhill*, or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or their or any of their Council learned in the Law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, Executors, Adminiſtrators or Aſſigns, who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurance or Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs whereof the ſaid Parties to theſe Preſents have hereunto ſet their Hands and Seals the Day and Year firſt above written.

in Truſt to be in the ſame Plight;

and covenants that he hath not incumbered, &c.

Special Covenant for further Aſſurances, &c.

Deed

N° 3. ***Deed of Releaſe to a Purchaſor of Lands, &c. by the Truſtees of a Feme Covert (deceaſed) under a Will made by her, purſuant to a Power reſerved by Deeds before Marriage.***

THIS Indenture made the eighth Day of *December Anno Domini* 1732, and in the ſixth Year of the Reign, *&c.* between *Abel Aſton* of, *&c.* Eſq; and *Bernard Brown* of, *&c.* Gent. of the one Part, and *Cyril Cary* of, *&c.* Eſq; of the other Part. Whereas by Indentures of Leaſe and Releaſe and Settlement, bearing Date reſpectively on or about the ſeventeenth and eighteenth Days of *July*, which was in the Year of our Lord 1714, the Releaſe and Settlement being quadrupartite, and made or mentioned to be made between *Dennis Due* then of, *&c.* Cutler, (ſince deceaſed) of the firſt Part; *Eſther Aſton* then of, *&c.* Widow, (formerly *Eſther Fry*, Spinſter) ſince alſo deceaſed, of the ſecond Part; *Francis Fry*, Citizen and Haberdaſher of *London*, of the third Part; and the ſaid *Abel Aſton* and *Bernard Brown* of the fourth Part, in Conſideration of a Marriage then intended and which was afterwards had and ſolemnized between the ſaid *Dennis Due* and *Eſther Aſton*, and for other the Conſiderations therein mentioned, ſhe the ſaid *Eſther Aſton* did grant and convey and aſſure unto the ſaid *Abel Aſton* and *Bernard Brown*, and their Heirs, all that Meſſuage or Tenement, with the Garden and twenty Acres of Land thereunto belonging, called *Greenfield*, with the Appurtenances, thentofore in the Occupation of *H. H.* and *J. J.* or their Aſſigns, and then in the Occupation of *K. K.* and ſometime in the Lands or Tenements of *Lewis Lant*, and alſo all thoſe three Pieces or Parcels of Land called or known by the Name of the *Vines*, with the Appurtenances, containing by Eſtimation twelve Acres more or leſs, thentofore alſo in the Occupation of the ſaid *H. H.* and *J. J.* or their Aſſigns, and then in the Occupation of the ſaid *K. K.* and ſometime alſo the Lands and Tenements of the ſaid *Lewis Lant*, and alſo all and ſingular the Barns, Stables, Yards, Gardens, Orchards, Ways, Paſſages, Waters, Watercourſes, Profits, Commodities and Appurtenanees whatſoever to the ſaid Premiſſes belonging or appertaining, all which ſaid Meſſuages, Lands, Hereditaments and Premiſſes, are ſituate, lying and being in *Malden* in the ſaid County of *Eſſex*, and alſo all other the Meſſuage, Farms, Lands, Tenements and Hereditaments whatſoever then of her the ſaid *Eſther Aſton*, lying and being any where in the ſaid County of *Eſſex*, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof, and all the Eſtate and Intereſt of her the ſaid *Eſther Aſton* of and in and to the ſame; To hold unto the ſaid *Abel Aſton* and *Bernard Brown*, their Heirs, and Aſſigns, (amongſt divers other Uſes thereby limited, and which are ſince determined) to the Uſe of the ſaid *Abel Aſton* and *Bernard Brown*, their Heirs, in Truſt that they the ſaid *Abel Aſton* and *Bernard Brown* ſhould with all convenient Speed after the Death of the ſaid *Dennis Due* and *Eſther Aſton* without Iſſue (which hath ſince happened) ſell and diſpoſe of all and ſingular the ſaid thereby granted Premiſſes for the beſt Price they could get for the ſame, and pay and diſpoſe of the Money ariſing by ſuch Sale (after deducting their neceſſary Expences) unto ſuch Perſon or Perſons, and for ſuch Uſe and Uſes as the ſaid *Eſther Aſton* at any Time or Times during her Life, whether ſole or married, ſhould by any Deed or Deeds, Writing or Writings under her Hand and Seal, atteſted by three or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or by any Writing purporting her laſt Will and Teſtament atteſted as aforeſaid, order, direct, limit or appoint; as in and by the ſaid recited Indenture, Relation being thereunto had, may among other Things therein contained, more fully appear. And whereas the ſaid *Eſther*, by her then Name of *Eſther Due*, Wife of the ſaid *Dennis Due*, in and by her Laſt Will and Teſtament in Writing, or Writing purporting her Laſt Will and Teſtament, bearing Date on or about the tenth Day of *May* 1718, by her duly executed in the Preſence of three credible Witneſſes, and by Virtue and in Purſuance of the Power to her given and reſerved in and by the ſaid recited Indenture quadrupartite of Releaſe and Settlement, did give and bequeath ſeveral Legacies or Sums of Money to ſeveral Legatees therein named, amounting

The Deeds before Marriage recited.

The Now Truſtees were Truſtees in thoſe Deeds.

The Truſt of thoſe Deeds recited, upon a Contingency which hath happened.

The Power recited;

her Execution of that Power by a Writing purporting to be a Will.

Legacies given.

amounting in the Whole to the Sum of 500 *l.* or thereabouts, and did thereby alſo further give, deviſe and bequeath unto the ſaid *Abel Aſton* ſenior, and *Bernard Brown*, all the Reſidue and Remainder, of ſuch Monies and Eſtate (which by the ſaid recited Indenture of Settlement ſhe had Power to give, limit and appoint) equally to be divided between them; all which ſaid Legacies ſhe thereby directed to be raiſed and paid as ſoon as poſſible after the Deceaſe of herſelf and her ſaid Huſband by Sale and Diſpoſal of all the ſaid Meſſuages, Lands and Premiſſes, according to the Truſts in the ſaid recited Indenture of Releaſe and Settlement contained concerning the ſame, and did make the ſaid *Abel Aſton* and *Bernard Brown* joint Executors of her ſaid Will; as in and by the ſame Will ſince duly proved by the ſaid *Abel Aſton* and *Bernard Brown*, Relation being thereunto had, may more fully appear. And whereas the ſaid *Cyril Cary* hath contracted and agreed with the ſaid *Abel Aſton* and *Bernard Brown* for the abſolute Purchaſe of the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, for the Sum or Price of 600 *l.* out of which Sum the ſaid *Abel Aſton* and *Bernard Brown* have agreed and intend forthwith to pay off and diſcharge all the ſaid Legacies given by the ſaid recited Will of the ſaid *Eſther Due* as aforeſaid. Now this Indenture witneſſeth, That in Purſuance of the Truſt repoſed in them the ſaid *Abel Aſton* and *Bernard Brown* as aforeſaid, and for and in Conſideration of the ſaid Sum of 600 *l.* of lawful Money of *Great Britain* to the ſaid *Abel Aſton* and *Bernard Brown* in Hand paid by the ſaid *Cyril Cary* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof they the ſaid *Abel Aſton* and *Bernard Brown* do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Cyril Cary*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, they the ſaid *Abel Aſton* and *Bernard Brown* have, and each of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Cyril Cary*, his Heirs and Aſſigns, all the ſaid Meſſuage or Tenement, Garden and twenty Acres of Land called *Green-field*, and the ſaid three Pieces or Parcels of Land called the *Vines*, containing twelve Acres more or leſs, with their and every of their Appurtenances, and all other the ſaid Meſſuage, Farms, Lands, Tenements, Hereditaments and Premiſſes which in and by the ſaid recited Indentures of Leaſe and Releaſe were conveyed and aſſured, and limited, or mentioned or intended to be conveyed, aſſured and limited to the Uſe of them the ſaid *Abel Aſton* and *Bernard Brown*, and their Heirs in Truſt as aforeſaid, with their and every of their Appurtenances, (all which ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *Cyril Cary*, by virtue of a Bargain and Sale to him thereof made by the ſaid *Abel Aſton* and *Bernard Brown* for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Cyril Cary*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders yearly, and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever both at Law and in Equity of them the ſaid *Abel Aſton* and *Bernard Brown*, or either of them, of, in, to or out of the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, every or any Part or Parcel thereof, and all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which they the ſaid *Abel Aſton* and *Bernard Brown*, or either of them, now have or hath in their or either of their Cuſtodies, or can come by without Suit in Law; To have and to hold the ſaid Meſſuage or Tenement, Lands, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances unto the ſaid *Cyril Cary*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Cyril Cary*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Abel Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Cyril Cary*, his Heirs and Aſſigns, in Manner and Form following; that is to ſay, That (for and notwithſtanding any Act, Matter or Thing whatſoever by him

Legacies given.

Power to the Truſtees to ſell.

That the Truſtees have proved the Will.

Recital of the Agreement for the preſent Sale.

The Clauſe of Bargain, Sale, Releaſe, &c.

(the Purchaſor being in Poſſeſſion by Bargain, &c. for a Year.)

Habendum.

A. A. covenants that he and *B. B.* or one of them, are or is ſeiſed,

him the ſaid *Abel Aſton*, or by the ſaid *Dennis Due* and *Eſther* his Wife, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) they the ſaid *Abel Aſton* and *Barnard Brown*, or one of them, at the Time of the Enſealing and Delivery of theſe Preſents are and ſtand, or is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in their, or one of their Demeſne as of Fee of and in the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes of a good, ſure, lawful and indefeaſible Eſtate of Inheritance to them and their Heirs, or the Heirs of one of them, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame; and that they the ſaid *Abel Aſton* and *Bernard Brown*, or one of them, (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) now have or hath in themſelves, or one of them, good Right, full Power, and lawful and abſolute Authority to grant and convey the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Cyril Cary*, his Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents; and alſo that it ſhall and may be lawful to and for the ſaid *Cyril Cary*, his Heirs and Aſſigns, from Time to Time and at all Times hereafter peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Abel Aſton*, is Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Truſt or Intereſt of, in, to or out of the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him and them, or from, by or under the ſaid *Dennis Due* and *Eſther* his Wife, or either of them, their or either of their Heirs or Aſſigns; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Abel Aſton*, or by the ſaid *Dennis Due* and *Eſther* his Wife, or any of them, their or any their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them. And moreover, that he the ſaid *Abel Aſton* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, or from by or under the ſaid *Dennis Due* and *Eſther* his Wife, or either of them, ſhall and will from Time to Time, and at any Time or Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Cyril Cary*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing or Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, every or any Part thereof, with the Appurtenances, unto and to the Uſe of the ſaid *Cyril Cary*, his Heirs or Aſſigns as aforeſaid, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Cyril Cary*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame,

and for quiet Enjoyment by the Purchaſor.

A. A. covenants to make further Aſſurances.

and

and ſo as the Party or Parties, who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And the ſaid *Bernard Brown* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Cyril Cary*, his Heirs and Aſſigns, that he the ſaid *Bernard Brown* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. In witneſs, *&c.*

B. B. covenants that he hath not done any Thing to impeach the Title, *&c.*

A Conveyance by Leaſe, Releaſe and Recovery of a mortgaged Eſtate, the Wife of the Mortgagor having joined in a Fine upon making the firſt Mortgage. The Mortgagee aſſigns upon this Purchaſe his two Mortgage Terms to Truſtees for the Purchaſor of the Inheritance. N° 4.

THIS Indenture quinquepartite, made the ſecond Day of *February Anno Domini* 1729. and in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *&c.* between *Abel Aſh* of *Bruton* in the County of *Cambridge*, Shoemaker, (eldeſt Son and Heir of *David Aſh* late of *Enfield* in the County of *Flint*, Girdler, deceaſed, and Deviſee in his Laſt Will and Teſtament named) and *Grizel Aſh*, Wife of the ſaid *Abel Aſh*, of the firſt Part, *Henry Hart* of *Itton* in the ſaid County of *Cambridge*, Grocer, of the ſecond Part, *Kenelm Kirby* of *London*, Gent. of the third Part, *Lewis Lane* of *Bruton* aforeſaid, Shoemaker, of the fourth Part, and *Matthew Moyle* of *Itton* aforeſaid, Bricklayer, and *Noah Norris* of *Orden* in the ſaid County of *Cambridge*, Girdler, of the fifth Part. Whereas by Indenture dated the twenty-ſixth Day of *March* 1718. and made or mentioned to be made between the ſaid *Abel Aſh* and *Grizel* his Wife of the one Part, and the ſaid *Lewis Lane* of the other Part, in Conſideration of the Sum of 400 *l.* therein mentioned to be paid by the ſaid *Lewis Lane* to the ſaid *Abel Aſh*, he the ſaid *Abel Aſh* did grant and demiſe unto the ſaid *Lewis Lane*, his Executors, Adminiſtrators and Aſſigns, all that Meſſuage or Tenement, Farm, Lands and Premiſſes, with their and every of their Appurtenances whatſoever to the ſaid thereby granted Meſſuage or Tenement, Farm, Lands and Premiſſes belonging, as the ſame were, ſituate, lying and being in the ſeveral Pariſhes of *Itton* and *Portmed*, or one of them, in the ſaid County of *Cambridge*, and which ſaid Premiſſes were then or then late in the Occupation of one *Robert Roll*, his Under-tenants or Aſſigns; and all Ways, Waters, Eaſements, Profits, Commodities and Appurtenances whatſoever to the ſaid Meſſuage or Tenement, Farm, Lands and Premiſſes belonging or in any wiſe appertaining, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, with their and every of their Appurtenances; To hold unto the ſaid *Lewis Lane*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſame Indenture for the Term of one thouſand Years, under a Proviſo therein contained for making void the ſame Indenture on Payment of the Sum of 400 *l.* Principal Money, and Intereſt for the ſame at the Rate of 5 *l. per Cent. per Ann.* by the ſaid *Abel Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Lewis Lane*, his Executors, Adminiſtrators or Aſſigns, at certain Days and Times therein for that Purpoſe limited, and long ſince paſt; in and by which ſaid Indenture the ſaid *Abel Aſh* did covenant with the ſaid *Lewis Lane*, that he the ſaid *Abel Aſh* and *Grizel* his Wife, and the Heirs and Aſſigns of the ſaid *Abel Aſh*, would before the End of *Eaſter* Term then next enſuing, or in ſome other ſubſequent Term when thereunto required by the ſaid *Lewis Lane*, his Executors, Adminiſtrators or Aſſigns, acknowledge and levy one or more Fine or Fines, *ſur Conuzance de Droit come ceo*, *&c.* unto the ſaid *Lewis Lane* of the ſaid Meſſuage or Tenement, Farm, Lands and Premiſſes, with their Appurtenances, by the Name or Names therein mentioned, which ſaid Fine or Fines are thereby declared to be and enure, to the Uſe of the ſaid *Lewis Lane*, his Executors, Adminiſtrators and Aſſigns, for the then

Recital of a former Mortgage for Years by Baron and Feme,

and of a Covenant therein to levy a Fine,

and the Uſe thereof declared,

then Reſidue of the ſaid Term of one thouſand Years, ſubject to the Proviſo of Redemption aforeſaid, and after the Determination of the ſaid Term, or Payment of the ſaid 400 *l.* and Intereſt, which ſhould firſt happen, then to the Uſe of ſuch Perſon or Perſons, and to and for ſuch Eſtate and Eſtates therein as the ſaid *Abel Aſh* ſhould by any Deed or Inſtrument in Writing in his Life-time under his Hand and Seal, or by his Laſt Will and Teſtament in Writing under his Hand Seal, atteſted by three or more credible Witneſſes, direct, limit and appoint; and in Default of ſuch Direction, Limitation or Appointment, and as to ſo much thereof concerning which no ſuch Direction, Limitation or Appointment ſhould be made, and in the mean Time until ſuch Declaration, Limitation or Appointment, then to the ſole and only Uſe of him the ſaid *Abel Aſh*, his Heirs, and Aſſigns for ever, which ſaid Fine ſo covenanted to be levied as aforeſaid was duly levied accordingly in *Trinity* Term in the ſame Year; as by the ſaid recited Indenture and Fine, Relation being thereunto reſpectively had, may more fully appear. And whereas by Indenture dated the firſt Day of *April* 1719. in Conſideration of the further Sum of 150 *l.* therein mentioned to be paid to the ſaid *Abel Aſh* by the ſaid *Lewis Lane*, he the ſaid *Abel Aſh*, by Virtue of the ſaid Power and Authority to him given in and by the ſaid firſt recited Indenture, did grant and demiſe, or make mention to grant and demiſe unto the ſaid *Lewis Lane*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Meſſuage or Tenement, Farm, Lands and Premiſſes, with their Appurtenances; To hold the ſame unto the ſaid *Lewis Lane*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſaid Indenture of the firſt of *April* 1719. for the like Term of one thouſand Years, ſubject to a Proviſo therein contained, for making void the ſame Indenture on Payment of the Sum of 150 *l.* Principal Money and Intereſt for the ſame at the Rate aforeſaid, by the ſaid *Abel Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Lewis Lane*, his Executors, Adminiſtrators or Aſſigns, at certain Days and Times therein for that Purpoſe limited, and long ſince paſt; as by the ſaid laſt recited Indenture, Relation being thereunto had, may appear. And whereas neither of the ſaid Principal Sums of 400 *l.* and 150 *l.* or any Part of them, or either of them, were paid to the ſaid *Lewis Lane* at the Days and Times in the ſaid ſeveral Indentures for that Purpoſe reſpectively limited, nor at any Time ſince, but do yet both remain due and payable, by Means whereof the ſaid ſeveral Terms and Eſtates of one thouſand Years, and one thouſand Years of and in the Premiſſes, or one of them at leaſt, are or is in Law become abſolutely veſted in him the ſaid *Lewis Lane*. And whereas there is now due and owing to him the ſaid *Lewis Lane* for Principal and Intereſt on his ſaid recited Securities the Sum of 550 *l.* of lawful Money of *Great Britain*, and no more. And whereas the ſaid *Henry Hart* hath contracted and agreed with the ſaid *Abel Aſh* for the abſolute Purchaſe of the ſaid Meſſuage or Tenement and Farm, and ſuch of the ſaid mortgaged Lands, Hereditaments and Premiſſes as are lying and being in *Itton* aforeſaid, with their Appurtenances, for the Sum or Price of 1000 *l.* of lawful Money of *Great Britain*, out of which the ſaid Sum of 550 *l.* ſo due and owing to the ſaid *Lewis Lane* as aforeſaid is to be paid off and ſatisfied. Now this Indenture witneſſeth, That in Purſuance of the ſaid recited Agreement, and for and in Conſideration of the Sum of 550 *l.* of lawful Money of *Great Britain* in Part of the ſaid Sum of 1000 *l.* Purchaſe-Money to the ſaid *Lewis Lane* in Hand well and truly paid by the ſaid *Henry Hart*, at or before the Execution of theſe Preſents, at the Requeſt, and by the Direction and Appointment of the ſaid *Abel Aſh*, (teſtified by his being a Party to and his Sealing and Delivery of theſe Preſents) in full for all Principal Money and Intereſt now due and owing to him the ſaid *Lewis Lane* on his ſaid recited Securities, both or either of them, and for and in Conſideration of the further Sum of 450 *l.* of like Money (Reſidue and in full of the ſaid Sum of 1000 *l.* Purchaſe-Money) to the ſaid *Abel Aſh* in Hand alſo well and truly paid by the ſaid *Henry Hart* at or before the Execution of theſe Preſents, the ſeveral Receipts of which ſaid ſeveral and reſpective Sums of 550 *l.* and 450 *l.* making together the Sum of 1000 *l.* they the ſaid *Lewis Lane* and *Abel Aſh* do hereby ſeverally and reſpectively acknowledge, and thereof do acquit, releaſe and diſcharge the ſaid *Henry Hart*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents; and for docking and barring all Eſtates-tail, and

and that the Fine was levied.

Recital of a ſecond Mortgage of the ſame Lands between the ſame Parties (except the Wife) for another Sum of Money.

and that the ſeveral Sums are not paid, whereby the Terms are become abſolute,

and what is now due.

Agreement with a third Perſon for the abſolute Purchaſe of Part recited.

Conſideration paid in Parts, *viz.* to the Mortgagee, and to the Mortgagor.

and all Reverſions and Remainders thereupon expectant or depending, of and in the ſaid Meſſuage or Tenement, Farm, Lands and Hereditaments ſo purchaſed by the ſaid *Henry Hart* as aforeſaid, every or any Part thereof, and for conveying and limiting the ſame in Manner herein after mentioned, and in Conſideration of the Sum of 10 *s.* of like Money to the ſaid *Abel Aſh* and *Grizel* his Wife in Hand paid by the ſaid *Kenelm Kirby* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Abel Aſh* and *Grizel* his Wife have, and each of them hath granted, bargained, ſold, aliened, releaſed and confirmed, directed, limited and appointed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, alien, releaſe and confirm, direct, limit and appoint unto the ſaid *Kenelm Kirby*, his Heirs and Aſſigns, all that the ſaid Meſſuage or Tenement and Farm, with all Houſes, Outhouſes, Buildings, Barns, Stables, Yards, Gardens, Orchards and Appurtenances thereto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying or being in *Itton* aforeſaid in the ſaid County of *Cambridge*, and alſo all thoſe ſeveral Cloſes, and Pieces or Parcels of Arable Land, Meadow, Paſture and Wood Ground, with their Appurtenances, to the ſame Meſſuage and Farm, or either of them belonging or appertaining, or therewith uſed or enjoyed, lying and being in *Itton* aforeſaid, and containing together by Eſtimation ſeventy Acres more or leſs, which ſaid Meſſuage or Tenement and Farm, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and conveyed, directed, limited and appointed, are now in the Tenure, Poſſeſſion or Occupation of the ſaid *Robert Roll*, his Aſſigns, Leſſees or Under-tenants, and alſo all other Meſſuages, Lands, Tenements and Hereditaments whatſoever of them the ſaid *Abel Aſh* and *Grizel* his Wife, or either of them, or whereof or wherein they, or either of them, or any Perſon or Perſons in Truſt for them, or either of them, have or hath any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in or near *Itton* aforeſaid, with their and every of their Appurtenances, all which ſaid Meſſuages, Farm, Lands, Hereditaments and Premiſſes herein before granted and conveyed, directed, limited and appointed, or mentioned ſo to be, are now in the actual Poſſeſſion of the ſaid *Kenelm Kirby*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Abel Aſh* and *Grizel* his Wife for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Kenelm Kirby*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Abel Aſh* and *Grizel* his Wife, and of each or either of them, of, into or out of the ſaid hereby granted and conveyed, directed, limited and appointed Meſſuage and Farm, Lands, Hereditaments and Premiſſes, every or any Part or Parcel thereof; and alſo all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which they the ſaid *Abel Aſh* and *Grizel* his Wife, or either of them, now have or hath in their or either of their Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid Meſſuage and Farm, Lands, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby granted, conveyed, directed, limited and appointed, with their and every of their Appurtenances, unto the ſaid *Kenelm Kirby*, his Heirs and Aſſigns, to and for the Uſe and Behoof of him the ſaid *Kenelm Kirby*, and of his Heirs and Aſſigns for ever, to the Intent and Purpoſe that he the ſaid *Kenelm Kirby* may by Virtue of theſe Preſents be and become perfect Tenant of the Freehold of the ſaid hereby granted and conveyed, directed, limited and appointed Meſſuage and Farm, Lands, Hereditaments and Premiſſes, to the End that one or more good and perfect Common Recovery or Recoveries may be thereof had and ſuffered in ſuch Manner as is herein after mentioned; for which Purpoſe it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Henry Hart*, at the Coſts and Charges of the ſaid *Abel Aſh* on this Side and before the End of *Hilary* Term next enſuing the Date of theſe Preſents, to ſue forth and proſecute

The Grant, &c. Releaſe: Parcels.

General Words.

Habendum.

To the Intent to make a Tenant to the *Præcipe*, that a Recovery may be ſuffered.

Time and Manner thereof.

proſecute out of his Majeſty's High Court of Chancery one or more Writ or Writs of Entry *ſur diſſeiſin en le poſt*, returnable and to be returned before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, thereby demanding by apt and convenient Names, Quantities, Qualities, Numbers of Acres and other Deſcriptions, the ſame Meſſuage and Farm, Lands, Hereditaments and Premiſſes againſt the ſaid *Kenelm Kirby*, to which ſaid Writ or Writs of Entry the ſaid *Kenelm Kirby* ſhall appear *gratis* in his own proper Perſon, or by his Attorney or Attornies thereto lawfully authorized, and vouch over to Warranty the ſaid *Abel Aſh* and *Grizel* his Wife, who ſhall alſo *gratis* appear in their own proper Perſons, or by their Attorney or Attornies thereto lawfully authorized, and enter into the Warranty, and vouch over to Warranty the common Vouchee of the ſame Court, who ſhall alſo appear, and after Imparlance make Default, ſo as Judgment ſhall and may be thereupon had and given for the ſaid *Henry Hart* to recover the ſame Meſſuage and Farm, Lands, Hereditaments and Premiſſes againſt the ſaid *Kenelm Kirby*, and for him the ſaid *Kenelm Kirby* to recover in Value againſt the ſaid *Abel Aſh* and *Grizel* his Wife, and for them the ſaid *Abel Aſh* and *Grizel* his Wife to recover in Value againſt the ſaid common Vouchee, and that Execution ſhall and may be thereupon had and awarded accordingly, and all and every other Act and Thing done and executed needful and requiſite for the ſuffering and perfecting of ſuch common Recovery or Recoveries with Vouchers as aforeſaid.

The Uſe of the Recovery declared,

And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That immediately from and after the Suffering and Perfecting of ſuch common Recovery or Recoveries, with Vouchers as aforeſaid, as well theſe Preſents and the Aſſurance hereby made, as alſo the ſaid Common Recovery or Recoveries ſo as aforeſaid, or in any other Manner, or at any other Time or Times to be ſuffered, and all and every other common Recovery and Recoveries, Fines and Conveyances, and other Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid hereby, or mentioned to be hereby granted and conveyed, directed, limited and appointed Meſſuage and Farm, Lands, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and the Recoveror or Recoverors in the ſaid Recovery or Recoveries named or to be named, and his and their Heirs ſhall ſtand and be ſeiſed of the ſame Meſſuage and Farm, Lands, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof,

to the Purchaſor, his Heirs, &c.

to and for the only proper Uſe and Behoof of him the ſaid *Henry Hart*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever.

Covenant that the Vendor is ſeiſed in Fee, &c.

And the ſaid *Abel Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Henry Hart*, his Heirs and Aſſigns, in Manner following; that is to ſay, That for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid *Abel Aſh*, or the ſaid *David Aſh* his late Father, or any of their Anceſtors, done, committed, or wittingly or willingly ſuffered to the contrary, he the ſaid *Abel Aſh* is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee of and in the ſaid hereby, or mentioned to be hereby granted and conveyed, directed, limited and appointed Meſſuage, Farm, Lands, Hereditaments and Premiſſes, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple or Fee-tail, without any Reverſion or Remainder in the King's Majeſty, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame (except as is herein after excepted); And alſo that he the ſaid *Abel Aſh*, for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, hath at the Time of the Enſealing and Delivery of theſe Preſents in himſelf good Right, full Power, and lawful and abſolute Authority to grant, convey, direct, limit and appoint the ſame Meſſuage and Farm, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Kenelm Kirby*, his Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents (except as is herein after excepted.) And

And hath good Power to convey.

further,

further, that it ſhall and may be lawful to and for the ſaid *Henry Hart*, his Heirs and Aſſigns, from Time to Time and at all Times hereafter peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Meſſuage, Farm, Lands, Hereditaments and Premiſſes, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Abel Aſh*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity of, in, to or out of the ſame Meſſuage, Farm, Lands, Hereditaments, and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *David Aſh*, late Father of him the ſaid *Abel Aſh*, or any of their Anceſtors, (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Abel Aſh*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Abel Aſh* and *David Aſh*, or either of them, their or either of their Heirs or Aſſigns, or by any of their Anceſtors, or by any Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, or from, by or under their, or any of their Act, Means, Aſſent, Conſent, Privity or Procurement, (except the ſaid two ſeveral herein before recited Indentures) whereby the ſaid herein before granted and conveyed, directed, limited and appointed Meſſuages, Farm, Lands, Hereditaments and Premiſſes were, together with the Premiſſes in *Portmed* aforeſaid, granted and demiſed, or mentioned to be granted and demiſed unto the ſaid *Lewis Lane*, his Executors, Adminiſtrators and Aſſigns, for the ſaid two ſeveral Terms of one Thouſand Years, and one Thouſand Years as aforeſaid, the now Reſidue of which ſaid Terms, or of ſuch of them as is now ſubſiſting, as to the ſaid hereby granted Premiſſes, is herein after aſſigned, or intended to be aſſigned, in Truſt and in ſuch Manner as is herein after mentioned. And moreover, that he the ſaid *Abel Aſh* and his Heirs, and all others having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Meſſuage, Farm, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and conveyed, directed, limited and appointed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *David Aſh*, or any of their Anceſtors, (except as is herein before excepted) ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Henry Hart*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledge, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of the ſame Meſſuage, Farm, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Henry Hart*, his Heirs and Aſſigns, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Henry Hart*, his Heirs or Aſſigns, or his or their Counſel learned ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurance be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And this

And that the Purchaſor ſhall quietly enjoy, &c.

free from Incumbrances, with an Exception.

The Exception.

Covenant for further Aſſurances.

Aſſignment of the Mortgage-Terms to Truſtees for the Purchaſor.

this Indenture further witneſſeth, That for and in Conſideration of the ſaid Sum of 550 *l.* ſo paid by the ſaid *Henry Hart* to the ſaid *Lewis Lane* as aforeſaid, and in Conſideration of the further Sum of 5 *s.* of like Money to the ſaid *Lewis Lane* paid by the ſaid *Matthew Moyle* and *Noah Norris* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Lewis Lane*, at the Requeſt, and by the Direction and Appointment of the ſaid *Abel Aſh*, teſtified as aforeſaid, hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth, at the Nomination of the ſaid *Henry Hart*, bargain, ſell, aſſign and ſet over unto the ſaid *Matthew Moyle* and *Noah Norris*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuage, Farm, Lands, Hereditaments and Premiſſes in *Itton* aforeſaid, with their and every of their Appurtenances, and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever both at Law and in Equity of him the ſaid *Lewis Lane*, of, in, to or out of the ſame Meſſuage, Farm, Lands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, by Force or Virtue of the ſaid recited Indentures and Fine, every or any of them, or otherwiſe howſoever, together with the ſame Indentures and Fine; To have and to hold the ſaid Meſſuage, Farm, Lands, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby aſſigned, with their Appurtenances, unto the ſaid *Matthew Moyle* and *Noah Norris*, their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the now Reſt and Reſidue of the ſaid ſeveral Terms of one Thouſand Years and one Thouſand Years, or of ſuch of them as are now ſubſiſting in the Premiſſes, and of all ſuch other Term or Terms for Years as the ſaid *Lewis Lane* hath or ought to have in the ſame Premiſſes, or any Part thereof, in Truſt nevertheleſs for the ſaid *Henry Hart*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint, and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes hereby, or intended to be hereby conveyed, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, (if any ſuch there be.) And the ſaid *Lewis Lane* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Matthew Moyle* and *Noah Norris*, their Executors, Adminiſtrators and Aſſigns, that he the ſaid *Lewis Lane* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes hereby, or mentioned to be hereby aſſigned, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs, *&c.*

Habendum

in Truſt,

to attend the Inheritance.

Covenant by the Mortgagee that he hath not done any Thing to incumber, *&c.*

N° 5. *A Deed of Releaſe. Lands ſettled upon a Marriage, are afterwards by a private Act of Parliament veſted in Truſtees to be conveyed in Fee to the Huſband, upon his ſettling other Lands to the Uſes in the Marriage-Settlement: The Huſband ſettles other Lands accordingly; and he and his Truſtees under the Act now join in a Conveyance of the firſt ſettled Lands to four joint Purchaſors.*

THIS Indenture tripartite, made the fourth Day of *November Anno Domini* 1731. and in the fifth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *&c.* between *Adam Aſton* late of *Bidford* in the County of *Cheſter*, but now of *Dell* in the County of *Eſſex*, Eſq; eldeſt ſurviving Son and Heir of *Francis Aſton* late of *Bidford* aforeſaid, Eſq; deceaſed, and *George Aſton* of the Univerſity of *Oxford*, Doctor of Laws, only ſurviving Brother of the ſaid *Adam Aſton* of the firſt Part, *Hugh Hulſe* of, *&c.* Eſq; and *John Jones* of, *&c.* Eſq; (Truſtees for the ſaid *Adam Aſton* named in the Act of Parliament herein after recited) of the ſecond Part, and *Kezia Keate* of, *&c.* Widow and Relict of *Simon Keate* late of, *&c.* Eſq; deceaſed, *Luke Looe* of, *&c.* Eſq; *Martin Mills* of the City of *Norwich*, Eſq; and *Oliver Oldys* of *Parrow* in the County of *Radnor*, Eſq; (the four acting Executors of the laſt Will and Teſta-

ment

ment of the ſaid *Simon Keate)* of the third Part. Whereas by Indentures of Leaſe and Releaſe and Settlement, bearing Date reſpectively the ſecond and third Days of *April* which was in the Year of our Lord 1720, the Releaſe and Settlement being tripartite, and made or mentioned to be made between the ſaid *Francis Aſton* and the ſaid *Adam Aſton*, by the Name of *Adam Aſton* of *Bidford* aforeſaid, Eſq; Son and Heir Apparent of the ſaid *Francis Aſton*, of the firſt Part; *Tabitha Tall*, Widow and Relict of *Valentine Tall*, then late of *Dell* aforeſaid, Eſq; deceaſed, and *Winefred* (the now Wife of the ſaid *Adam Aſton)* by the Name of *Winefred Tall*, Spinſter, ſole Daughter and Heir of the ſaid *Valentine Tall*, of the ſecond Part; and the ſaid *Hugh Hulſe*, *Xerxes Xoll* of, *&c.* Gent. (ſince deceaſed) *Zachus Hulſe* of, *&c.* Eſq; (one of the Brothers of the ſaid then *Hugh Hulſe)* ſince alſo deceaſed, and *Arthur Aſtry* of *Batton* in the ſaid County of *Cheſter*, Eſq; of the third Part; reciting, as in the ſame Releaſe and Settlement is recited, and in Conſideration of the Marriage then intended, and which was ſoon after had and ſolemnized between the ſaid *Adam Aſton* and the ſaid *Winefred* his now Wife, and for other the Conſiderations in the ſame Indentures expreſſed, they the ſaid *Francis Aſton* and *Adam Aſton* did grant, releaſe and convey unto the ſaid *Tabitha Tall* and her Heirs, (among other Manors, Meſſuages, Lands and Hereditaments) the Manors or Lordſhips, or reputed Manors or Lordſhips of *Downhill* and *Eaſtham*, and the ſeveral Meſſuages, Lands and Hereditaments in *Downhill*, *Fidham* and *Eaſtham* in the ſaid County of *Cheſter* in the ſame Indentures particularly mentioned, and herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances; To hold unto the ſaid *Tabitha Tall* and her Heirs, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the Proviſoes, Powers, Limitations and Agreements in the ſaid Indenture of Releaſe and Settlement limited, expreſſed and declared, of and concerning the ſame reſpectively. And whereas in and by a certain Act of Parliament made and paſſed in the third Year of his now Majeſty's Reign, (intitled, An Act for veſting in Truſtees the ſeveral Manors and Lands therein mentioned, the Eſtate of *Adam Aſton*, Eſq; in Truſt for him and his Heirs, free from the Charges of his Marriage-Settlement, on his ſettling other Eſtates of greater Value to the ſame Uſes in Lieu thereof) reciting, among other Things, the ſaid Indentures of Leaſe and Releaſe and Settlement, it was (among other Things) enacted, That all thoſe the aforeſaid Manors or Lordſhips, or reputed Manors or Lordſhips of *Downhill*, *Eaſtham* and *Fidham*, with their and every of their Rights, Members and Appurtenances, and all other the Manors, Meſſuages, Lands, Tenements and Hereditaments of him the ſaid *Adam Aſton* in the ſeveral Towns or Pariſhes of *Downhill*, *Fidham* and *Eaſtham* aforeſaid, or any of them, in the ſaid County of *Cheſter*, together with the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, ſhould be and were from thenceforth veſted and ſettled, and the ſame were by Virtue of the ſaid Act actually veſted and ſettled in and upon the ſaid *Hugh Hulſe* and *John Jones*, and their Heirs and Aſſigns, to the Uſe and Behoof of them the ſaid *Hugh Hulſe* and *John Jones*, and their Heirs and Aſſigns for ever, freed and diſcharged, and abſolutely exonerated, exempted and acquitted of, from and againſt all and every the Eſtates, Uſes, Truſts, Jointures, Intails, Terms for Years, Charges, Incumbrances, Powers, Proviſoes, Limitations and Contingencies in and by the ſaid therein and herein before recited Indenture tripartite created, limited, expreſſed and declared of and concerning the ſame Premiſſes, or any of them, and freed alſo and diſcharged of, from and againſt all Title, Claim and Demand of the ſaid *Adam Aſton* and *Winefred* his Wife, and all and every Son and Sons, Daughter and Daughters of their two Bodies begotten, or to be begotten, and the reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons iſſuing, and all and every other Perſon and Perſons, his, her or their, or any of their Heirs, Executors or Adminiſtrators claiming, or which thenafter might claim any Eſtate, Right, Title or Intereſt of, in, to or out of the ſaid Manors, or reputed Manors, Meſſuages, Lands, Tenements or Hereditaments in and by the ſaid Act veſted in the ſaid *Hugh Hulſe* and *John Jones*, and their Heirs, by, from or under the ſaid Indenture tripartite therein and herein before recited; but nevertheleſs upon the ſpecial Truſts and Confidence therein and herein after mentioned and declared, that is to ſay, in Truſt that they the ſaid *Hugh Hulſe* and *John Jones*, and the Sur-

A Marriage-Settlement recited.

A private Act of Parliament recited,

whereby the ſettled Eſtates were veſted in Truſtees,

diſcharged of the Settlement.

 vivor

except as to the Profits till other Lands be ſettled;

vivor of them, and the Heirs of ſuch Survivor, ſhould permit and ſuffer all the Rents, Iſſues and Profits of the ſaid Manors, or reputed Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo veſted in them and their Heirs as aforeſaid, to be had, received and taken by the ſame Perſon and Perſons who were by Virtue of the ſaid Settlement therein and herein before mentioned intitled to receive the ſame, until the ſaid *Adam Aſton*, or his Heirs, ſhould convey, ſettle and aſſure the Meſſuages, Lands, Tenements and Hereditaments therein after mentioned, in ſuch Manner, and to and for ſuch Uſes, Truſts, Intents and Purpoſes, as were therein after declared; and after ſuch Settlement, upon this further Truſt,

the former to be conveyed to the Huſband on his ſettling other Lands,

that they the ſaid *Hugh Hulſe* and *John Jones*, or the Survivor of them, or the Heirs of ſuch Survivor, ſhould as ſoon as the ſaid *Adam Aſton*, or his Heirs, ſhould convey, ſettle and aſſure, by good and ſufficient Conveyances in the Law, all and every the Meſſuages, Lands, Tenements and Hereditaments therein after particularly mentioned, ſituate, lying and being within the Manor or Pariſh of *Dell* in the ſaid County of *Eſſex*, and in the ſeveral Pariſhes, or Vills or Hamlets of *Getton*, *Harne* and *Jug*, or ſome or one of them, in the ſaid County of *Cheſter*, and in the ſaid Act mentioned to be of the ſeveral yearly Values, or let at the ſeveral yearly Rents therein in that Behalf expreſſed, and which amount in the Whole to the

to the ſame Uſes as the former were on the Marriage.

yearly Sum or Value of 600*l.* or thereabouts, to the ſame Uſes, and ſubject to the like Truſts, Eſtates, Charges, Jointures, Intails, Terms for Years, and under ſuch Powers, Proviſoes and Limitations, as the ſaid Manors, or reputed Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in and by the ſaid Act veſted and ſettled in the ſaid *Hugh Hulſe* and *John Jones* were in the ſaid Indenture tripartite limited and declared of and concerning the ſame, that then the ſaid *Hugh Hulſe* and *John Jones*, or the Survivor of them, or the Heirs, Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhould forthwith grant, convey and aſſure all and ſingular the ſaid therein before mentioned Manors, or reputed Manors, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes ſo veſted in them as aforeſaid, unto the ſaid *Adam Aſton*, his Heirs and Aſſigns for ever, to the only proper Uſe of him the ſaid *Adam Aſton*, his Heirs and Aſſigns for ever, or to ſuch Perſon or Perſons, his and their Heirs, as he the ſaid *Adam Aſton*, or his Heirs, ſhould direct and appoint; and the ſaid *Adam Aſton*, his Heirs and Aſſigns, ſhould from thenceforth have, hold, poſſeſs and enjoy all and ſingular the ſame Premiſſes, with all the Rights, Members and Appurtenances thereof, freed, and abſolutely exonerated and diſcharged of and from all Eſtates, Uſes, Truſts, Charges, Jointures, Intails, Terms for Years, Powers, Proviſoes, Limitations, Contingencies, Claim, Right, Title, Intereſt or Demand whatſoever of all or any of the Perſons claiming, or which ſhould or might claim any Intereſt in the ſame in and by the ſaid recited tripartite Indenture of Settlement limited, created, expreſſed and declared of and concerning the ſame Premiſſes, all or any Part thereof, and to no other Uſe, Intent, Truſt or Purpoſe whatſoever; as by the ſaid recited Indentures of Leaſe and Releaſe, and Act of Parliament, Relation being thereunto reſpectively had, may more fully and at large appear. And whereas by

Indentures of Leaſe and Releaſe recited,

Indentures of Leaſe and Releaſe and Settlement, bearing Date reſpectively the ſecond and third Days of this inſtant Month of *November*, the Releaſe being tripartite, and made or mentioned to be made between the ſaid *Adam Aſton* and *Wineſred* his Wife of the firſt Part, the ſaid *Hugh Hulſe* and *John Jones* of the ſecond Part, and the ſaid *Arthur Aſtry* of the third Part, reciting as in the ſame Releaſe and Settlement is recited, and for the Conſiderations in the ſame Indentures mentioned, the ſaid *Adam Aſton*, in Purſuance of the ſaid recited Act of Par-

whereby the Huſband ſettled ſuch other Lands, to ſuch like Uſes as thoſe firſt ſettled, &c.

liament, hath conveyed, ſettled and aſſured, or agreed ſo to do, all and every the ſaid ſeveral Meſſuages, Lands, Tenements and Hereditaments within the ſaid Manor or Pariſh of *Dell* in the ſaid County of *Eſſex*, and the ſaid Pariſhes, Vills or Hamlets of *Getton*, *Harne* and *Jug*, every or any of them which in the the ſaid Act of Parliament are mentioned to be of the ſeveral yearly Values, or let at the ſeveral yearly Rents therein in that Behalf expreſſed, and which amount in the Whole to the ſaid yearly Sum of 600*l.* or thereabouts as aforeſaid, with their Appurtenances, unto the ſame or the like Uſes, and ſubject to the ſame or the like Truſts, Eſtates, Charges, Jointures, Intails and Terms for Years, and under ſuch or the like Powers, Proviſoes and Limitations as in and by the ſaid firſt recited tripartite

Indenture of Releaſe and Settlement were limited and declared of and concerning the ſame Manors, or reputed Manors of *Downhill* and *Eaſtham*, and the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in *Downhill*, *Fidham* and *Eaſtham* aforeſaid, or as near thereto as may be, by Virtue and Means whereof he the ſaid *Adam Aſton*, according to the true Intent and Meaning of the ſaid recited Act of Parliament, is become legally and juſtly intitled to a Conveyance to be made of all the ſaid laſt mentioned Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and the Fee-ſimple and Inheritance thereof, in Poſſeſſion by and from them the ſaid *Hugh Hulſe* and *John Jones* unto and to the Uſe of him the ſaid *Adam Aſton*, his Heirs and Aſſigns, or as he or they ſhall direct or appoint. And whereas the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, have contracted and agreed with the ſame *Adam Aſton* for the abſolute Purchaſe of the Manors, or reputed Manors, Meſſuages, Lands, Tenements and Hereditaments herein after granted and releaſed, or mentioned ſo to be, (except as is herein after excepted) with their Appurtenances, being the ſaid Manors, or reputed Manors, Meſſuages, Lands, Tenements, and Hereditaments in and by the ſaid Act veſted in them the ſaid *Hugh Hulſe* and *John Jones* in Truſt as aforeſaid, together with the herein after excepted Meſſuages, Lands and Premiſſes, for the Sum or Price of 17850 *l.* of lawful Money of *Great Britain*. Now this Indenture witneſſeth, That in Purſuance of the ſaid recited Agreement, and in Performance and Execution of the ſaid recited Truſt in them the ſaid *Hugh Hulſe* and *John Jones* repoſed in and by the ſaid recited Act of Parliament as aforeſaid, and for and in Conſideration of the Sum of 17850 *l.* of lawful Money of *Great Britain*, being Part of the perſonal Eſtate of the ſaid *Simon Keate*, to the ſaid *Adam Aſton* in Hand well and truly paid by the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof accordingly he the ſaid *Adam Aſton* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, and each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, which ſaid Sum of 17850 *l.* is the ſame Sum of 17850 *l.* mentioned to be the Conſideration Money of one Indenture tripartite, bearing even Date herewith, inrolled or intended to be inrolled in the High Court of Chancery, and made or mentioned to be made between the ſame Parties as are Parties to theſe Preſents, purporting a Grant, Bargain and Sale of the ſaid purchaſed Manors, Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, unto and to the Uſe of them the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns, and in Conſideration of the Sum of 10 *s.* of like Money to the ſaid *George Aſton*, *Hugh Hulſe*, and *John Jones*, in Hand alſo paid by the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *George Aſton*, *Hugh Hulſe*, and *John Jones*, at the Requeſt, and by the Direction and Appointment of the ſaid *Adam Aſton*, (teſtified by his being a Party to and his Sealing and Delivery of theſe Preſents) and alſo the ſaid *Adam Aſton* have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns, all thoſe the ſaid Manors or Lordſhips or reputed Manors or Lordſhips of *Downhill* and *Eaſtham*, with the Rights, Royalties, Members and Appurtenances thereof in the ſaid County of *Cheſter*, and alſo all that Field or Paſture Ground, commonly called or known by the Name of *Kirkall Way*, and one Meadow thereunto adjoining and belonging, commonly called or known by the Name of *Loke Cloſe*, which ſaid Field, or Paſture Ground and Meadow, are lying and being in *Downhill* aforeſaid in the ſaid County of *Cheſter*, and contain together by Eſtimation ninety Acres more or leſs, and were heretofore in the Poſſeſſion of *Mark Moor*, his Undertenants or Aſſigns, and ſince that in the Poſſeſſion of *Nicholas North*, his Undertenants or Aſſigns, at the yearly Rent of 100 *l.* but now are in Leaſe to *Owen Oſborn* at and under the yearly Rent of 110 *l.* and were lately purchaſed by the ſaid *Adam Aſton* to him and his Heirs of and from *Peter Peck*,

and is thereby intitled to have a Conveyance.

An Agreement for the abſolute Sale of the Lands firſt ſettled recited.

The Conſideration,

with Reference to a Deed of Bargain, &c. inrolled.

The Grant and Releaſe by Truſtees and *Ceſtuy que Truſt*.

The Parcels.

Peck, Gent. and alſo all thoſe Meſſuages or Tenements, Farms, Cloſes, Lands and Hereditaments, with their Appurtenances, ſituate, lying, and being in *Downhill*, *Eaſtham* and *Fidham* aforeſaid in the ſaid County of *Cheſter*, and herein after particularly mentioned, that is to ſay, all thoſe ſeveral Cloſes of Land, Meadow or Paſture Ground, called or known by the ſeveral Names of *Quenby* and *Radley*, the Eaſt Part of a Cloſe of Paſture Ground called *Reynes Hill*, [*Here follow many more Parcels*] together with all Houſes, Out-houſes, Dove-houſes, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Court-Yards, Fore-Yards, Backſides, Lands, Tenements, Meadows, Leaſows, Paſtures, Feedings, Commons, Common of Paſtures, Trees, Woods, Underwoods, Hedges, Ditches, Mounds, Fences, Freeboard, Ways, Paſſages, Waters, Watercourſes, Streams, Flood-Gates, Mill-Dams, Ponds, Fiſhings, Waſtes, Waſte Grounds, Furze, Heaths, Mines, Quarries, Courts, Courts-Leet, Courts-Baron, Perquiſites and Profits of Courts, Views of Frankpledge, Waifs, Eſtrays, Felons Goods, Heriots, Reliefs, Fines, Amerciaments, Rents, Reverſions, Services, Juriſdictions, Privileges, Rights, Royalties, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever to the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof belonging or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them, or any of them, and alſo all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Adam Aſton*, or whereof or wherein he or any Perſon or Perſons in Truſt for him is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying, or being in *Downhill*, *Fidham* and *Eaſtham* aforeſaid, every or any of them, and which in and by the ſaid recited Act of Parliament were veſted and ſettled, or intended to be veſted and ſettled in and upon the ſaid *Hugh Hulſe* and *John Jones*, their Heirs and Aſſigns, in Truſt as aforeſaid, with their and every of their Appurtenances; (Except and always reſerved out of theſe Preſents, and the Grant and Conveyance hereby made, or mentioned ſo to be, all that Meſſuage, Tenement or Inn, with the Appurtenances, in *Downhill* aforeſaid, heretofore called or known by the Name or Sign of the *Sun*, and now or late called or known by the Name of the *Trumpet*, now in the Holding of *Vincent Veal*, or his Aſſigns, together with all the Buildings, Barns, Stables, Out-houſes, Yards, Gardens, Orchards, Ways, Paſſages and Appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed; and alſo one Parcel of Paſture Ground lying on the Backſide of the ſame Meſſuage or Inn, and called or known by the Name of the *Whim*, containing by Eſtimation on Acre, or thereabouts, and alſo one ſmall Piece of Ground on the Backſides of the ſaid Stables belonging to the ſaid Inn, and containing by Eſtimation, twenty Perches, or thereabouts, be the ſame more or leſs, and which excepted Meſſuage or Inn, Pieces of Ground and Premiſſes, the ſaid *Adam Aſton* hath ſold, and agreed to ſell and convey unto the ſaid *Vincent Veal* and his Heirs;) All which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed (except before excepted) are now in the actual Poſſeſſion of the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Adam Aſton*, *George Aſton*, *Hugh Hulſe* and *John Jones*, for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, except before excepted, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever both at Law and in Equity of them the ſaid *Adam Aſton*, *George Aſton*, *Hugh Hulſe* and *John Jones*, and of each and every, or any of them, of, in, to, or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof, except before excepted; and alſo all Deeds, Evidences, Writings, Eſcripts and

General Words.

Exception of Part,

which hath been ſold to another.

and Muniments touching or in any wiſe concerning the ſame Premiſſes only, or only any Part thereof, which they the ſaid Parties laſt named, or any of them, now have or hath in their or any of their Cuſtodies, or can come by without Suit in Law, together with true Copies of all ſuch other Deeds, Evidences and Writings as concern or relate to the ſame Premiſſes, or any Part thereof, jointly or together with any other Lands or Tenements, the ſame Copies to be written and taken out at the Coſts and Charges of the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, or ſome of them, their or ſome of their Heirs or Aſſigns; To have and to hold the ſaid Manors or Lordſhips, or reputed Manors or Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, except before excepted, unto the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns, to and for the only proper Uſe and Behoof of them the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, and of their Heirs and Aſſigns for ever. For the Conſiderations aforeſaid, and for barring all Eſtates-tail, and all Reverſions and Remainders thereupon expectant or depending, if any be now ſubſiſting and unbarred, or otherwiſe undetermined of and in the ſaid Manors, or reputed Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, the ſaid *Adam Aſton* for himſelf and his Heirs, and the ſaid *George Aſton* for himſelf and his Heirs, do hereby ſeverally covenant, promiſe, grant and agree to and with the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns, that they the ſaid *Adam Aſton* and *George Aſton* ſhall and will before the End of this preſent *Michaelmas* Term, at the Coſts and Charges of the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, or ſome of them, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* one or more Fine or Fines *ſur Conuzance de Droit come ceo*, *&c.* whereupon Proclamations ſhall and may be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, or ſome or one of them and their Heirs, or the Heirs of ſome or one of them, of all the ſaid Manors, or reputed Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, except before excepted, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame, as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, acknowledged or executed, or hereafter to be had, made, levied, acknowledged or executed of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they, or any of them, are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, to be and enure unto and for the only proper Uſe and Behoof of them the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, and of their Heirs and Aſſigns for ever. And the ſaid *George Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns, that he the ſaid *George Aſton* hath not heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Hugh Hulſe* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and

Habendum to the Purchaſors in Fee,

Covenant to levy a Fine or Fines *come ceo*,

to enure to the Purchaſors and their Heirs.

Covenant by a Truſtee that he hath not done any Thing to impeach the Eſtate;

the like by another Truſtee;

Aſſigns, that he the ſaid *Hugh Hulſe* hath not heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, is, are, or ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *John Jones* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns, that he the ſaid *John Jones* hath not heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, is, are, or ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Adam Aſton* hoth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns, in Manner following, that is to ſay, That for and notwithſtanding any Act, Matter or Thing whatſoever by them the ſaid *Adam Aſton*, *George Aſton*, *Hugh Hulſe* and *John Jones*, or any of them, or by the ſaid *Francis Aſton* the late Father, and *Francis Aſton*, Eſq; deceaſed, the late Grandfather of the ſaid *Adam Aſton*, or either of them, or any Perſon or Perſons claiming, or to claim from, by or under, or in Truſt for them, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary, they the ſaid *Adam Aſton*, *George Aſton*, *Hugh Hulſe* and *John Jones*, or ſome or one of them, at the Time of the Sealing and Delivery of theſe Preſents, are and ſtand, or is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in their, or ſome or one of their Demeſne as of Fee of and in the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple to them, or ſome or one of them and their Heirs, or the Heirs of ſome or one of them, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Act, Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame; And alſo that they the ſaid *Adam Aſton*, *George Aſton*, *Hugh Hulſe* and *John Jones*, ſome or one of them, for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, now have or hath in themſelves, or ſome or one of them, good Right, full Power, and lawful and abſolute Authority to grant and convey the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of them the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents. And further, that it ſhall and may be lawful to and for them the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns, from Time to Time and at all Times hereafter peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by them the ſaid *Adam Aſton*, *George Aſton*, *Hugh Hulſe* and *John Jones*, or any of them, their or any of their Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity of, in, to or out of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them, or any of them, or from, by or under, or in Truſt for the ſaid *Francis Aſton* the ſaid late Father, and *Francis Aſton* the ſaid late Grandfather of the ſaid *Adam Aſton*, or either of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Adam Aſton*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved harmleſs and kept indemnified of, from and againſt all and all Manner of former and other Gifts, Grants,

the like by another.

Covenant by the Vendor,

that he or his Truſtees are ſeiſed in Fee,

and have good Power to convey.

And for quiet Enjoyment,

free from Incumbrances,

Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Adam Aſton*, *George Aſton*, *Hugh Hulſe*, *John Jones* and *Francis Aſton* the ſaid late Father, and *Francis Aſton* the ſaid late Grandfather of the ſaid *Adam Aſton*, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, or by their or any of their Act, Means, Aſſent, Conſent, Privity or Procurement (except ſuch Leaſes as are herein before mentioned to be now in Being of and in divers Parts and Parcels of the ſaid hereby granted and releaſed Premiſſes, at and under the ſeveral yearly Rents herein before in that Behalf mentioned) all which ſaid ſeveral yearly Rents ſhall from henceforth during the Continuance of the ſaid ſeveral Leaſes reſpectively become due and payable, and be paid unto the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns. And moreover, that he the ſaid *Adam Aſton* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *Francis Aſton* his ſaid late Father, *Francis Aſton* his ſaid late Grandfather, or either of them, (except the ſaid ſeveral Leſſees, and their reſpective Executors, Adminiſtrators and Aſſigns, for and in Reſpect only of their ſaid ſeveral excepted Leaſes) ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, or any of them, their or any of their Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting and Conveying and Aſſuring of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of them the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, or any of them, their or any of their Heirs or Aſſigns, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And laſtly, the ſaid *Adam Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Adam Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will at any Time or Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges of the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, unleſs hindered or prevented by Fire, or other inevitable Accident, produce and ſhew forth, or cauſe to be produced and ſhewn forth unto them the ſaid Parties laſt named, or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or at any Trial or Hearing in any Court of Law or Equity, or to any Counſel or

Exception of Leaſes.

Covenant for further Aſſurances.

Covenant that the Vendor will produce Deeds.

or Counſels, or Agents, or otherwiſe, as Occaſion ſhall be or require, the ſaid recited Indentures of Leaſe and Releaſe and Settlement of the ſaid ſecond and third Days of *April* 1720. or either of them, for the better Evidencing, Proving, Maintaining and Defending the Right and Title of them the ſaid *Kezia Keate*, *Luke Love*, *Martin Mills* and *Oliver Oldys*, their Heirs and Aſſigns, in and to the ſaid herein before granted and releaſed Manors, Meſſuages, Lands, Hereditaments and Premiſſes, every or any Part thereof. In Witneſs, *&c.*

N° 6. *A Releaſe, being a Conveyance by a Huſband and Wife, and her Siſter a Feme Sole, to a Truſtee for a Purchaſor, by Leaſe and Releaſe, and by Fine already levied, and Recovery to be ſuffered, of Land, ſubject to a Mortgage-Term, and other Terms which are to be aſſigned to his Truſtees; the Premiſſes ſubject to a Rent and a Leaſe for Years; with proper Covenants.*

THIS Indenture tripartite, made the ſecond Day of *February Anno Domini* 1721. and in the eighth Year of the Reign of our Sovereign Lord *George*, *&c.* between *Arthur Aſtry* of *London*, Merchant, and *Beatrix* his Wife, and *Cecilia Cary* of *Dotton* in the Pariſh of *Egar* in the County of *Flint*, Spinſter, Siſter of the ſaid *Beatrix*, of the firſt Part; *George Gee* of *London*, Gent. of the ſecond Part, and *Humphrey Hicks* of, *&c.* Eſq; of the third Part. Whereas the ſaid *Humphey Hicks* hath contracted and agreed with the ſaid *Arthur Aſty*, *Beatrix* his Wife, and *Cecilia Cary*, for the abſolute Purchaſe of the Meſſuages, Farm, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed for the Sum of 6000 *l.* of lawful Money of *Great Britain*. Now this Indenture witneſſeth, That in Purſuance of the ſaid recited Agreement, and for and in Conſideration of the Sum of 1000 *l.* Part of the ſaid Sum of 6000 *l.* to be paid by the ſaid *Humphrey Hicks* to *James Jenks* of *Knowſt* in the County of *Lancaſter*, Eſq; in Diſcharge of a Mortgage to him made of the Premiſſes, or moſt Part thereof, and herein after excepted, and for and in Conſideration of the further Sum of 5000 *l.* Reſidue of the ſaid Sum of 6000 *l.* to them the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, or by their Order and Direction well and truly paid by the ſaid *Humphrey Hicks* at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment of which ſaid Sum of 5000 *l.* they the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, do hereby acknowledge, and thereof and of every Part thereof do, and each and every of them doth acquit, releaſe and diſcharge the ſaid *Humphrey Hicks*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and for docking and barring all Eſtates-tail, and all Reverſions and Remainders thereupon expectant of and in the ſaid Meſſuages, Farms, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, and for aſſuring the ſame unto and to the Uſe of him the ſaid *Humphrey Hicks*, his Heirs and Aſſigns, and for and in Conſideration of the Sum of 10*s.* of like Money, to the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, in Hand paid by the ſaid *George Gee* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *George Gee*, his Heirs and Aſſigns, all that Meſſuage or Tenement and Farm, with the Rights, Members and Appurtenances thereof, ſituate and being in *Dotton* aforeſaid in the ſaid County of *Flint*, and all Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Cloſes, Lands, Tenements, Meadows, Paſtures, Commons and Hereditaments whatſoever, with their and every of their Appurtenances to the ſaid Meſſuage, or Tenement and Farm belonging or in any wiſe appertaining, or therewith uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, ſituate, lying, and being in *Dotton* aforeſaid, and in the ſaid Pariſh of *Egar*, or in one or both of them, and all Ways,

The Conſideration.

and Grant and Releaſe to the Truſtee.

The Parcels.

Ways, Waters, Watercourſes, Eaſements, Profits, Commodities, Advantages, Emoluments, Hereditamen'ts and Appurtenances whatſoever to the ſaid Meſſuage, or Tenement and Farm, Lands, Hereditaments and Premiſſes, or any of them, belonging or in any wiſe appertaining, which ſaid Meſſuage, or Tenement and Farm, Land, Hereditaments and Premiſſes, now are or late were in the Tenure or Occupation of *Mark Moyle*, Yeoman, his Aſſigns, Leſſees or Undertenants, at and under the yearly Rent of 200 *l.* and all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of them the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, and of every or any of them in *Dotton* and *Egar* aforeſaid, or either of them, or elſewhere in the ſaid County of *Flint*, with their and every of their Appurtenances, other than and except two Cloſes or Parcels of Land called *Nattars Cloſes* in *Dotton* aforeſaid, containing together about eleven Acres, in the Poſſeſſion of *Owen Oſborn*, and lately ſold and conveyed to *Paul Penn* and his Heirs, all which ſaid Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes, except as aforeſaid, are now in the actual Poſſeſſion of the ſaid *George Gee*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, for the Term of one whole Year, commencing from the Feaſt of St. *Michael* the Archangel laſt paſt before the Date hereof, in Conſideration of 5 *s.* to them paid by the ſaid *George Gee*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof, except as aforeſaid, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever both in Law and Equity of them the ſaid *Arthur Aſtry* and *Beatrix* his Wife, and *Cecilia Cary*, and of every or any of them, of, in, to or out of the ſaid Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, except as before excepted; and all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the Premiſſes, or any Part thereof, which they the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, or any of them, have or hath in their or any of their Cuſtodies, or can come by without Suit in Law; To have and to hold the ſaid Meſſuage, Farm, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances (except before excepted) unto the ſaid *George Gee*, his Heirs and Aſſigns, to and for the Uſe and Behoof of the ſaid *George Gee*, and of his Heirs and Aſſigns for ever: To the Intent and Purpoſe that by Virtue of theſe Preſents, and of the Fine herein after recited or mentioned, he the ſaid *George Gee* may become perfect Tenant of the Freehold of the ſaid Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes, (except as aforeſaid) to the End that one or more good and perfect Common Recovery or Recoveries may be thereof had and ſuffered in ſuch Manner as is herein after for that Purpoſe mentioned. And whereas in and by one Indenture bearing Date the ſixteenth Day of *January* now laſt paſt, and made or mentioned to be made between the ſaid *Arthur Aſtry* and *Beatrix* his Wife, and *Cecilia Cary*, of the one Part, and the ſaid *Humphrey Hicks* of the other Part, the ſaid *Arthur Aſtry* and *Cecilia Cary* did covenant with the ſaid *Humphrey Hicks*, that they the ſaid *Arthur Aſtry* and *Beatrix* his Wife, and *Cecilia Cary*, would as of *Michaelmas* Term laſt paſt before the Date thereof acknowledge and levy one or more Fine or Fines *ſur Conuzance de Droit come ceo*, &c. unto the ſaid *Humphrey Hicks* and his Heirs, of all the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, which Fine is thereby declared to be and enure in the firſt Place for corroborating and confirming a certain Term of one Thouſand Years in the ſame Indenture mentioned, ſubject to a Proviſo therein contained for making void the ſame in Manner therein mentioned, and after the End and Expiration, or other ſooner Determination of the ſaid Term, and ſubject thereunto, to the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Manner and Form as they the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, ſhould at any Time before the End of this preſent *Hilary* Term, by any Writing or Writings under their Hands and Seals, atteſted by two or more credible Witneſſes, with the Concurrence and Approbation of the ſaid *Humphrey Hicks*, teſtified under his Hand, direct, limit or appoint; which ſaid

Exception of a Parcel before ſold to another.

General Words.

Habendum to the Truſtee in Fee,

to make a Tenant to the *Præcipe* that a Recovery may be ſuffered.

A Deed of Covenant to levy a Fine and to declare the Uſes of it by Direction of the Purchaſor, recited.

and that the Fine was levied.

Fine hath been ſince duly levied accordingly: Now for the Conſiderations aforeſaid, they the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, in Purſuance of the ſaid recited Power and Authority to them given or reſerved in and by the ſaid recited Indenture, and of all and every other Powers and Authorities to them, or any of them, in that Behalf given or reſerved, or any Ways enabling them thereunto, do by this their Writing under their Hands and Seals, atteſted by the Perſons whoſe Names are hereupon indorſed as Witneſſes hereto, and with the Concurrence and Approbation of the ſaid *Humphrey Hicks*, teſtified by his Signing and Executing of theſe Preſents, declare and direct, that the ſaid recited Fine ſo levied as aforeſaid ſhall be and enure, and that the ſaid *Humphrey Hicks* the Conuzee therein named, and his Heirs, ſhall ſtand and be ſeiſed of the ſaid Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes therein comprized, and herein before mentioned and intended to be hereby granted and releaſed, ſubject nevertheleſs to the ſaid Term of one Thouſand Years therein, unto and for the Uſe and Behoof of him the ſaid *George Gee*, his Heirs and Aſſigns for ever, to the Intent and Purpoſe aforeſaid, and they do hereby limit and appoint the ſame accordingly. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Humphrey Hicks*, at the Coſts and Charges of the ſaid *Arthur Aſtry* and *Cecilia Cary*, or one of them, on this Side and before the End of this preſent *Hilary* Term to ſue forth and proſecute out of his Majeſty's Court of Chancery one or more Writ or Writs of Entry *ſur Diſſeiſin en le poſt*, returnable and to be returned before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, thereby demanding by apt and convenient Names, Quantities, Qualities, Numbers of Acres and other Deſcriptions, the ſaid Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes mentioned and intended to be hereby granted and releaſed, with their Appurtenances, againſt the ſaid *George Gee*; to which ſaid Writ or Writs of Entry he the ſaid *George Gee* ſhall appear *gratis*, either in his own proper Perſon, or by his Attorney thereto lawfully authorized, and vouch over to Warranty the ſaid *Arthur Aſtry* and *Beatrix* his Wife, and *Cecilia Cary*, who ſhall alſo *gratis* appear in their proper Perſons, or by their Attorney or Attornies thereto lawfully authorized, and enter into the Warranty, and vouch over the Warranty the common Vouchee of the ſame Court, who ſhall alſo appear, and after Imparlance ſhall make Default, ſo as that Judgment ſhall and may be thereupon had and given for the ſaid *Humphrey Hicks* to recover the ſaid Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes mentioned, and intended to be hereby granted and releaſed againſt the ſaid *George Gee*, and for him to recover in Value againſt the ſaid *Arthur Aſtry* and *Beatrix* his Wife, and *Cecilia Cary*, and for them to recover in Value againſt the ſaid common Vouchee, and that Execution ſhall and may be thereupon had and awarded accordingly, and all and every other Act and Thing be done and executed needful and requiſite for the Suffering and Perfecting of ſuch common Recovery or Recoveries, with Vouchers as aforeſaid. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that immediately from and after the Suffering and Perfecting of the ſaid Recovery or Recoveries ſo as aforeſaid, or in any other Manner, or at any other Time or Times ſuffered or to be ſuffered, as well theſe Preſents and the Aſſurance hereby made, and the ſaid Fine ſo levied as aforeſaid, as alſo the ſaid Recovery or Recoveries, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes mentioned, and intended to be hereby granted and releaſed, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they, or any of them, are or ſhall be Parties, or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and the Recoveror and Recoverors in the ſaid Recovery or Recoveries named or to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſame Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes, and of every Part and Parcel thereof, ſubject to the ſaid Term of one Thouſand Years therein, to and for the only proper Uſe and Behoof

The Uſe of the Fine declared, by the Purchaſor's Direction, to him and his Heirs,

ſubject to a Term.

Recovery how and when to be ſuffered.

The Fine and Recovery to enure to the Purchaſor, his Heirs, &c.

ſubject to the Term.

of

of him the ſaid *Humphrey Hicks*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Arthur Aſtry* for himſelf and the ſaid *Beatrix* his Wife, and for his and her Heirs, Executors and Adminiſtrators, and for his and her Acts and Deeds, and for the Acts and Deeds of her Anceſtors, but not for the Acts and Deeds of the ſaid *Cecilia Cary*. And the ſaid *Cecilia Cary* for herſelf, her Heirs, Executors and Adminiſtrators, and for her own Acts and Deeds, and for the Acts and Deeds of her Anceſtors, but not for the Acts and Deeds of the ſaid *Arthur Aſtry* and *Beatrix* his Wife, or either of them, do and doth covenant, promiſe, grant and agree to and with the ſaid *Humphrey Hicks*, his Heirs and Aſſigns, in Manner following; that is to ſay, That they the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, or ſome or one of them, for and notwithſtanding any Act, Matter or Thing by them, or any of them, or by *Richard Rich* deceaſed, Great Grandfather of the ſaid *Beatrix* and *Cecilia*, and *Saul Rich* deceaſed, their Grandfather, or either of them, or any other of their Anceſtors, or by any Perſon or Perſons claiming, or to claim from, by or under them, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary, are and ſtand, or is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in their, or ſome of their Demeſne as of Fee of and in the ſaid Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes, mentioned and intended to be hereby granted and releaſed, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple or Fee-tail, without any Reverſion or Remainder in the King's Majeſty, and without any Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame (except as is herein after excepted); And alſo that they the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, or ſome or one of them, for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, have or hath at the Time of the Enſealing and Delivery of theſe Preſents in themſelves, or ſome or one of them, good Right, full Power, and lawful and abſolute Authority to grant and convey the ſaid Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes, mentioned and intended to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *George Gee*, his Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents, (except as is hereafter excepted.) And further, that it ſhall and may be lawful to and for the ſaid *Humphrey Hicks*, his Heirs and Aſſigns, from Time to Time and at all Times hereafter peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, or any of them, their or any of their Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt either in Law or in Equity, of, in, to or out of the ſame Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, from, by or under, or in Truſt for them, or any of them, or from, by or under the ſaid *Richard Rich* and *Saul Rich*, or either of them, or any other of the Anceſtors of the ſaid *Beatrix* and *Cecilia*, (except as is herein after excepted;) and that free and clear, and freely and clearly exonerated and diſcharged, or otherwiſe, by the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, or ſome of them, their or ſome of their Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Seals, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Arthur Aſtry* and *Beatrix* his Wife, and *Cecilia Cary*, or any of them, or by the ſaid *Richard Rich* and *Saul Rich*, or either of them,

The Huſband Vendor covenants for himſelf and his Wife, &c. and the Feme Sole for herſelf, &c. that they are ſeiſed in Fee, &c.

(with Exception) And have Power to grant, &c.

And for quiet Enjoyment,

free from Incumbrances, &c.

them, or any other of the Anceſtors of the ſaid *Beatrix* and *Cecilia*, or by any Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, or from, by or under their or any of their Act, Means, Aſſent, Conſent or Procurement, other than and except one Indenture bearing Date on or about the firſt Day of *January* which was in the Year of our Lord 1719, and made or mentioned to be made between the ſaid *Beatrix* Wife of the ſaid *Arthur Aſtry*, by the Name of *Beatrix Strut* of *Dotton* in the Pariſh of *Egar* in the County of *Flint*, Widow, and the ſaid *Cecilia Cary*, of the one Part, and the ſaid *James Jenks* of the other Part, whereby the ſaid *Beatrix Strut* and *Cecilia Cary* did demiſe the Premiſſes, or moſt Part thereof, unto the ſaid *James Jenks*, his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſame Indenture for the Term of one thouſand Years, without Impeachment of Waſte, under a Proviſo to be void on Payment of the Sum of 1000 *l.* Principal Money, and Intereſt for the ſame at the Rate of 5 *l. per Cent. per Annum* by the ſaid *Beatrix Strut* and *Cecilia Cary* to the ſaid *James Jenks* at a Day therein for that Purpoſe mentioned, and long ſince paſt, upon which ſaid Mortgage there is now due only the ſaid Principal Sum of 1000 *l.* all Intereſt for the ſame, until the Day of the Date hereof, being ſatisfied and paid by the ſaid *Arthur Aſtry* and *Cecilia Cary*, which ſaid Sum of 1000 *l.* Principal Money, and all Intereſt to grow due for the ſame from the Day of the Date of theſe Preſents, he the ſaid *Humphrey Hicks* doth hereby agree to pay and ſatisfy; and alſo except one other Mortgage of Part of the Premiſſes for the Term of fifteen hundred Years to *Thomas Treby* for ſecuring to him the Sum of 200 *l.* Principal Money and Intereſt for the ſame, by Indenture bearing Date the third Day of *November Anno Domini* 1711, which ſaid laſt mentioned Term of fifteen hundred Years is intended and agreed to be forthwith aſſigned to *Vincent Viner* of *Wam* in the ſaid County of *Flint*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Humphrey Hicks*, his Heirs and Aſſigns, and to attend and wait upon the Reverſion or Remainder and Inheritance of the ſame Premiſſes hereby, or intended to be hereby conveyed, to the End to protect the ſame from mean Charges and Incumbrances, if any ſuch there be; and alſo except the aforeſaid Term of one thouſand Years, created by the ſaid recited Indenture of the ſixteenth Day of *January* laſt paſt before the Date hereof, and Fine thereupon levied as aforeſaid, which ſaid laſt mentioned Term of one thouſand Years is aſſigned by Indorſement on the Back of the ſaid laſt mentioned Indenture to *Xerxes Xoll* of *London*, Eſq; his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Humphrey Hicks*, his Heirs and Aſſigns, and to attend, *&c.* and alſo except the Sum of 8 *s. per Annum*, Part of a Rent of 30 *s.* payable for the Premiſſes, or ſome Part thereof, with other Lands; and alſo except a certain Leaſe of the Premiſſes, for a Term of Years yet enduring, made to the ſaid *Mark Moyle* at and under the yearly Rent of 200 *l.* which ſaid Rent ſhall from henceforth during the Continuance of the ſame Leaſe become due and payable to the ſaid *Humphrey Hicks*, his Heirs and Aſſigns. And moreover, that they the ſaid *Arthur Aſtry*, *Beatrix* his Wife, and *Cecilia Cary*, and their Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes mentioned and intended to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under them, or any of them, or from, by or under the ſaid *Richard Rich* or *Saul Rich*, or any other of their Anceſtors, (except the ſeveral Perſons claiming by or under the ſaid excepted Terms for Years for and in reſpect only of ſuch Terms) ſhall and will from Time to Time and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Humphrey Hicks*, his Heirs and Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Meſſuages, Farm, Lands, Tenements, Hereditaments and Premiſſes, mentioned and intended to be hereby granted and releaſed, with

Exception of two Mortgages for Years,

the latter of them to be aſſigned to a Truſtee of the Purchaſor to attend the Inheritance;

and except the Term firſt mentioned, aſſigned alſo to a Truſtee for the Purchaſor,

and except a Rent payable, *&c.*

and a Leaſe at a Rent to be payable to the Purchaſor.

And to make further Aſſurances.

with their Appurtenances, unto the ſaid *Humphrey Hicks*, his Heirs and Aſſigns, to his and their Uſe, be it by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Humphrey Hicks*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

Conveyance of Lands by Leaſe and Releaſe, and Fine and Recovery (hereby covenanted to be levied and ſuffered) by the Deviſee, Heir at Law, and other Children of the Deceaſed (who was Owner of the Eſtate) and their Truſtees, to the Purchaſor and his Truſtee, with Exception of a Mortgage-Term aſſigned to attend the Inheritance, and a Leaſe made to a Tenant: This being the Releaſe. N° 7.

THIS Indenture quadrupartite, made the ſeventh Day of *December Anno Domini* 1721, and in the eighth Year of the Reign, *&c.* between *Anne Archer*, Widow and Relict of *Bruen Archer* late Citizen and Surgeon of *London* deceaſed, and ſole Executrix of his Laſt Will and Teſtament, and Deviſee therein named, *Caleb Archer* of *London*, Linen Draper, only Son and Heir of the ſaid *Bruen Archer* by the ſaid *Anne*, *Delia Archer* of *London*, Spinſter, only Daughter of the ſaid *Bruen Archer* by the ſaid *Anne*, and *Ezekiel Ellis* of *London*, Gent. Son and Heir of *Fulk Ellis* late of *London*, Gent. deceaſed, of the firſt Part; *George Gyles* of *London*, Wine Cooper, and *Helena* his Wife, the only ſurviving Child of the ſaid *Bruen Archer* by *Helena* his firſt Wife deceaſed, of the ſecond Part; *James Jell* of *London*, Gent. of the third Part; and *Kenrick Kemp* of *Luſan* in the County of *Monmouth*, Eſq; of the fourth Part, witneſſeth, That for and in Conſideration of the Sum of 4000*l.* of lawful Money of *Great Britain* to the ſaid *Anne Archer*, *Caleb Archer* and *Delia Archer*, in Hand paid by the ſaid *Kenrick Kemp* at or before the Enſealing and Delivery of theſe Preſents, in full for the abſolute Purchaſe of the Meſſuage, Tenement or Inn, Lands and Hereditaments herein after mentioned to be hereby granted and releaſed, the Receipt of which ſaid Sum of 4000*l.* they the ſaid *Anne Archer*, *Caleb Archer* and *Delia Archer*, do hereby acknowledge, and thereof and of every Part thereof do, and each and every of them doth acquit, releaſe and diſcharge the ſaid *Kenrick Kemp*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and for docking and barring all Eſtates-tail, and all Reverſions and Remainders thereupon expectant of and in the ſaid Meſſuage, Tenement or Inn, Lands and Hereditaments herein after mentioned to be hereby granted and releaſed, and for and in Conſideration of the Sum of 10*s.* of like Money to the ſaid *Ezekiel Ellis*, *George Gyles* and *Helena* his Wife, in Hand paid by the ſaid *James Jell* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Ezekiel Ellis*, *George Gyles* and *Helena* his Wife, at the Requeſt, and by the Direction and Appointment of the ſaid *Anne Archer*, *Caleb Archer* and *Delia Archer*, teſtified by their being Parties to and their Sealing and Delivery of theſe Preſents; and alſo they the ſaid *Anne Archer*, and *Caleb Archer* and *Delia Archer* have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *James Jell*, his Heirs and Aſſigns, all that Meſſuage, Tenement or Inn, with the Appurtenances, in *Netten* in the County of *Oxford*, commonly called or known by the Name or Sign of the *Mitre*, and all thoſe two Barns in *Netten* aforeſaid, whereof one is called *Patſys Barn*, and the other is called *Quetts Barn*, and all thoſe ſeveral Cloſes and Parcels of Arable Land and Paſture Ground, with their Appurtenances, ſituate, lying and being in the Pariſh Fields and Precincts of *Netten* aforeſaid,

The Conſideration.

Grant, *&c.*

The Parcels.

aforeſaid, containing together by Eſtimation twenty-four Acres of Paſture Ground, and forty Acres of Arable Land, be the ſame more or leſs, all which ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, now are or late were in the Tenure, Poſſeſſion or Occupation of *Robert Rich*, his Aſſigns and Undertenants, and alſo all and ſingular Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Yards, Backſides, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Commons, Common of Paſture, Trees, Woods, Underwoods, and the Ground and Soil of the ſame, Ways, Paths, Paſſages, Lights, Eaſements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof belonging or in any wiſe appertaining, or thereof or with any Part thereof uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or any Part or Parcel thereof, and all other the Meſſuages, Lands, Tenements, Ground and Hereditaments whatſoever of them the ſaid *Anne Archer*, *Caleb Archer*, *Delia Archer*, *George Gyles* and *Helena* his Wife, and of every or any of them, or whereof or wherein they, or any of them, or any Perſon or Perſons in Truſt for them, or any of them, is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in or near *Netten* aforeſaid in the ſaid County of *Oxford*, with their and every of their Appurtenances; all which ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *James Jell*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Anne Archer*, *Caleb Archer*, *Delia Archer*, *Ezekiel Ellis*, *George Gyles* and *Helena* his Wife, for the Term of one whole Year, commencing from the Feaſt of the Nativity of St. *John* Baptiſt laſt paſt before the Date hereof, in Conſideration of 5*s.* to them paid by the ſaid *James Jell* in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever both in Law and Equity of them the ſaid *Anne Archer*, *Caleb Archer*, *Delia Archer*, *Ezekiel Ellis*, *George Gyles* and *Helena* his Wife, and of every or any of them, of, in, to or out of the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; and all Deeds, Evidences and Writings, Eſcripts and Muniments touching or in any wiſe concerning the Premiſſes, or any Part thereof, which they the ſaid *Anne Archer*, *Caleb Archer*, *Delia Archer*, *George Gyles* and *Helena* his Wife, or any of them, now have or hath in their or any of their Cuſtodies, or can come by without Suit in Law; To have and to hold the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *James Jell*, his Heirs and Aſſigns, to and for the Uſe and Behoof of him the ſaid *James Jell*, and of his Heirs and Aſſigns for ever: To the Intent and Purpoſe that by Virtue of theſe Preſents, and of the Fine herein after covenanted to be levied, he the ſaid *James Jell* may become perfect Tenant of the Freehold of the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, to the End that one or more good and perfect Common Recovery or Recoveries may be thereof had and ſuffered in ſuch Manner as is herein after for that Purpoſe mentioned. And the ſaid *Anne Archer*, *Caleb Archer* and *Delia Archer*, for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, and the ſaid *George Gyles* for himſelf and the ſaid *Helena* his Wife, his and her Heirs, Executors and Adminiſtrators, do and doth reſpectively covenant, promiſe and grant to and with the ſaid *James Jell*, his Heirs, Executors and Adminiſtrators by theſe Preſents, that they the ſaid *Anne Archer*, *Caleb Archer*, *Delia Archer*, *George Gyles* and *Helena* his Wife, ſhall and will at the Coſts and Charges of the ſaid *Anne Archer* and *Caleb Archer*, or one of them, on this Side and before the End of *Michaelmas* Term next enſuing the Date hereof, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* one or more Fine or Fines *ſur Conuzance de Droit come ceo*, *&c.* whereupon Proclamations ſhall and may be had

General Words.

Habendum,

to make a Tenant to the *Præcipe*.

Covenant to levy a Fine or Fines *come ceo*,

had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *James Jell* and his Heirs, of the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame, as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be levied and acknowledged, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared by all the ſaid Parties to theſe Preſents to be and enure unto and for the Uſe and Behoof of him the ſaid *James Jell*, his Heirs and Aſſigns for ever, to the Intent and Purpoſe aforeſaid. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Kenrick Kemp*, at the Coſts and Charges of the ſaid *Anne Archer* and *Caleb Archer*, or one of them, on this Side and before the End of *Michaelmas* Term next enſuing the Date hereof, to ſue forth and proſecute out of his Majeſty's High Court of Chancery one or more Writ or Writs of Entry *ſur diſſeiſin en le poſt*, returnable and to be returned before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, thereby demanding by apt and convenient Names, Quantities, Qualities, Numbers of Acres and other Deſcriptions, the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes againſt the ſaid *James Jell*, to which ſaid Writ or Writs of Entry he the ſaid *James Jell* ſhall appear *gratis* either in his own proper Perſon, or by his Attorney thereto lawfully authorized, and vouch over to Warranty the ſaid *George Gyles* and *Helena* his Wife, who ſhall alſo *gratis* appear in their proper Perſons, or by their Attorney or Attornies thereto lawfully authorized, and enter into the Warranty, and vouch over to Warranty the ſaid *Caleb Archer*, who ſhall alſo *gratis* appear in his proper Perſon, or by his Attorney thereto lawfully authorized, and enter into the Warranty, and vouch over to Warranty the common Vouchee of the ſame Court, who ſhall alſo appear, and after Imparlance ſhall make Default, ſo as Judgment ſhall and may be thereupon had and given for the ſaid *Kenrick Kemp* to recover the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes againſt the ſaid *James Jell*, and for him to recover in Value againſt the ſaid *George Gyles* and *Helena* his Wife, and for them to recover in Value againſt the ſaid *Abel Archer*, and for him to recover in Value againſt the ſaid common Vouchee, and that Execution ſhall and may be thereupon had and awarded accordingly, and all and every other Act and Thing done and executed needful and requiſite for the Suffering and Perfecting of ſuch common Recovery or Recoveries with Vouchers as aforeſaid. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That immediately from and after the Suffering and Perfecting of the ſaid Recovery or Recoveries ſo as aforeſaid, or in any other Manner, or at any other Time or Times ſuffered or to be ſuffered, as well theſe Preſents and the Aſſurance hereby made, and the ſaid Fine or Fines ſo covenanted to be levied as aforeſaid, as alſo the ſaid Recovery or Recoveries, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared by all the ſaid Parties to theſe Preſents to be and enure, and the Recoveror and Recoverors in the ſaid Recovery or Recoveries named or to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, and of every Part and Parcel thereof, to and for the only proper Uſe and Behoof of him the ſaid *Kenrick Kemp*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Ezekiel Ellis* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Kenrick Kemp*, his Heirs and Aſſigns, that he the ſaid *Ezekiel Ellis* hath not

how to enure.

Covenant for the Recovery to be ſuffered.

The Fine and Recovery to enure to the Purchaſor, his Heirs and Aſſigns.

Covenant by the Vendors Truſtee that he hath not done any Thing to incumber.

not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes mentioned, or intended to be hereby granted and releaſed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *George Gyles* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Kenrick Kemp*, his Heirs and Aſſigns, that they the ſaid *George Gyles* and *Helena* his Wife, or either of them have not, nor hath at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes mentioned, or intended to be hereby granted and releaſed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Anne Archer* and *Caleb Archer* do hereby for themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Kenrick Kemp*, his Heirs and Aſſigns, in Manner following; that is to ſay, That they the ſaid *Anne Archer*, *Caleb Archer*, *Delia Archer*, *Ezekiel Ellis*, *George Gyles* and *Helena* his Wife, or ſome or one of them, for and notwithſtanding any Act, Matter or Thing by them, or any of them, or by the ſaid *Bruen Archer* deceaſed, or any of his Anceſtors, or by any Perſon or Perſons claiming or to claim from, by or under them, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary, are and ſtand, or is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in their, or ſome of their Demeſne as of Fee of and in the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Feeſimple to them and their Heirs, or the Heirs of ſome or one of them, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame (except as is herein after excepted); And alſo that they the ſaid *Anne Archer*, *Caleb Archer*, *Delia Archer*, *Ezekiel Ellis*, *George Gyles* and *Helena* his Wife, or ſome or one of them, for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, have or hath at the Time of the Enſealing and Delivery of theſe Preſents, in themſelves, or ſome or one of them, good Right, full Power, and lawful and abſolute Authority to grant and releaſe the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *James Jell*, his Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents, (except as is herein after excepted). And further, that it ſhall and may be lawful to and for the ſaid *Kenrick Kemp*, his Heirs and Aſſigns, from Time to Time and at all Times hereafter peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Anne Archer*, *Caleb Archer*, *Delia Archer*, *George Gyles* and *Helena* his Wife, or any of them, their or any of their Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt either in Law or Equity, of, in, to or out of the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, from, by or under, or in Truſt for them, or any of them, or from, by or under the ſaid *Bruen Archer* deceaſed, or any of his Anceſtors (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Anne Archer* and *Caleb Archer*, or one of them, their or one of their Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates,

And by another Truſtee of the Vendors for himſelf and his Wife to the like Effect. 2.

And by the Vendors that they or their Truſtees are ſeiſed in Fee.

(with Exception) And have Power to convey.

And for quiet Enjoyment,

free from Incumbrances by the Vendors, their Anceſtors or Truſtees,

Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Anne Archer*, *Caleb Archer*, *Delia Archer*, *George Gyles* and *Helena* his Wife, and *Bruen Archer* deceaſed, or any of them, or any of the Anceſtors of the ſaid *Bruen Archer*, or their, or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, or from, by or under their or any of their Act, Means, Aſſent, Conſent or Procurement, other than and except one Indenture bearing Date the ſixth Day of *September* in the Year of our Lord 1702. and made or mentioned to be made between *Simon Archer* of *Titton* in the ſaid County of *Oxford*, Eſq; of the one Part; and *Vincent Viner* then of *Wos* in the County of *York*, Eſq; ſince deceaſed, *Zacheus Zouch* then of the *Middle Temple*, Gent. ſince alſo deceaſed, *Abel Aſton* and the ſaid *Fulk Ellis* deceaſed, then both of *London*, Gent. and *Bryan Bell*, Citizen and Stationer of *London*, of the other Part: Whereby for the Conſiderations therein mentioned, the ſaid *Simon Archer* did demiſe, grant, bargain and ſell the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, unto the ſaid *Vincent Viner*, *Zacheus Zouch*, *Abel Aſton* and *Fulk Ellis*, their Executors, Adminiſtrators and Aſſigns, from thenceforth for the Term of one Thouſand Years by way of Mortgage for ſecuring to them, their Executors, Adminiſtrators and Aſſigns, the Repayment of the Sum of 1600*l.* Principal Money, and Intereſt for the ſame in Manner therein mentioned, the Reſidue of which ſaid Term of one Thouſand Years is by Indenture quadrupartite bearing even Date herewith, and made or mentioned to be made between the ſaid *Abel Aſton*, the ſurviving Mortgagee and Truſtee in the ſaid Indenture of Mortgage named, of the firſt Part; the ſaid *Anne Archer*, *Caleb Archer* and *Delia Archer* of the ſecond Part; the ſaid *Kenrick Kemp* of the third Part, and *Cyril Cary* of *Lincoln's-Inn* in the County of *Middleſex*, Eſq; of the fourth Part, aſſigned, or mentioned or intended to be aſſigned to the ſaid *Cyril Cary*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Kenrick Kemp*, his Heirs and Aſſigns, and to attend, wait upon and go along with the Reverſion or Remainder and Inheritance of the Premiſſes hereby conveyed, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be; and except one Indenture bearing Date the fifteenth Day of *September* which was in the Year of our Lord 1712. whereby the ſaid *Anne Archer* did demiſe to the ſaid *Robert Rich*, his Executors, Adminiſtrators and Aſſigns, the Premiſſes, or moſt Part thereof, to hold from the Feaſt of St. *Michael* the Archangel then next enſuing the Date of the ſame Indenture for the Term of twenty-one Years at and under the yearly Rent of 100*l.* payable Half-yearly, which ſaid yearly Rent of 100*l.* ſhall from henceforth become due and payable to the ſaid *Kenrick Kemp*, his Heirs and Aſſigns, during the Continuance of the aforeſaid Leaſe. And moreover, that they the ſaid *Anne Archer*, *Caleb Archer* and *Delia Archer*, and their Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under them, or any of them, or from, by or under the ſaid *Bruen Archer* deceaſed, or any of his Anceſtors, except the ſaid *Cyril Cary* and *Robert Rich* reſpectively, and their reſpective Executors, Adminiſtrators and Aſſigns, for and in Reſpect only of their ſaid reſpective excepted Terms, Eſtates and Intereſts of and in the Premiſſes, ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Kenrick Kemp*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Meſſuage, Tenement or Inn, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Kenrick Kemp*, his Heirs and Aſſigns, to his and their Uſe, be it by Fine, Feoffment, Common Recovery, or otherwiſe

except a Mortgage for Years,

which is now (by another Deed) aſſigned to a Truſtee for the Purchaſor to attend the Inheritance;

and except a Leaſe reſerving a Rent, which is to be paid to the Purchaſor.

Covenant for further Aſſurances.

wiſe howſoever, as by the ſaid *Kenrick Kemp*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

N° 8. *A Conveyance by the Owner of Lands and his Truſtee, by Leaſe and Releaſe, and Bargain and Sale bearing even Date (this being the Releaſe) of Lands, ſubject to a Mortgage in Fee and other Incumbrances which are now paid off.*

THIS Indenture tripartite, made the twelfth Day of *May* in the Year of our Lord 1734. and in the ſeventh Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King, *&c.* between *Auſtin Aſh* of the Pariſh of *Bruton* in the County of *Cardigan*, Gent. eldeſt Son and Heir of *David Aſh* late of the ſame Place, Gent. by *Eliza* his late Wife, both deceaſed, of the firſt Part; *Felix Fry* of the Pariſh of *Gobland* in the ſaid County of *Cardigan*, Eſq; of the ſecond Part; and *Humphrey Hall*, Citizen and Vintner of *London*, of the third Part. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the eighth and ninth Days of *Auguſt* which were in the Year of our Lord 1731. and made or mentioned to be made between the ſaid *Auſtin Aſh* of the one Part, and the ſaid *Felix Fry* of the other Part, the Capital Meſſuage, Farm, Cloſes, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, are and were granted, conveyed and aſſured unto and to the Uſe of the ſaid *Felix Fry*, his Heirs and Aſſigns, by way of Mortgage, ſubject to Redemption on Payment by the ſaid *Auſtin Aſh*, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Felix Fry*, his Executors, Adminiſtrators or Aſſigns, the Principal Sum of 2000*l.* and Intereſt for the ſame, at a certain Day therein for that Purpoſe limited, and long ſince paſt. And whereas by three ſeveral Inſtruments or Deeds Poll indorſed on the Back of the ſaid recited Indenture of Releaſe, the ſaid Capital Meſſuage, Farm, Cloſes, Lands and Hereditaments, are and were charged with and made a Security for Payment to the ſaid *Felix Fry* of three ſeveral Principal Sums of 300*l.* 900*l.* and 700*l.* by him at different Times advanced and lent to the ſaid *Auſtin Aſh*, with Intereſt for the ſame Sums reſpectively. And whereas by Indenture dated on or about the firſt Day of *December* in the Year of our Lord 1732. the ſaid *Auſtin Aſh* did bargain and ſell unto the ſaid *Felix Fry* the Stock of Timber, Wood and Underwood then ſtanding and growing in, upon or about the Coppices, Springs, Woods, Wood Grounds and Hereditaments herein after granted and releaſed, or mentioned ſo to be; To hold the ſame unto the ſaid *Felix Fry*, his Executors, Adminiſtrators and Aſſigns, under a Proviſo to be void on Payment by the ſaid *Auſtin Aſh* unto the ſaid *Felix Fry*, as well of the Principal Sum of 600*l.* then by him the ſaid *Felix Fry* advanced and lent unto the ſaid *Auſtin Aſh*, as of the aforeſaid ſeveral Principal Sums of 2000*l.* 300*l.* 900*l.* and 700*l.* with Intereſt for the ſame ſeveral Sums in Manner therein mentioned, all which ſaid ſeveral Principal Sums of 2000*l.* 300*l.* 900*l.* 700*l.* and 600*l.* amount together in the Whole to the Sum of 4500. And whereas the ſaid *Felix Fry* on or about the ſaid firſt Day of *December* 1732. advanced and lent to the ſaid *Auſtin Aſh* the further Principal Sum of 150*l.* upon his Note under his Hand; as by the ſaid ſeveral recited Indentures, Deeds Poll and Note, Relation being thereunto reſpectively had, may more fully and at large appear. And whereas there is now due and owing to the ſaid *Felix Fry* from the ſaid *Auſtin Aſh* for Principal Money and Intereſt on the ſaid recited Security the Sum of 5100*l.* and no more. And whereas the ſaid *Humphrey Hall* hath contracted and agreed with the ſaid *Auſtin Aſh* for the abſolute Purchaſe of the ſaid Capital Meſſuage, Farm, Lands, Tenements and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, for the Sum or Price of

A Mortgage in Fee recited.

And three Indorſements to ſecure further Sums.

And another Mortgage of Woods,

and Money due by Note of Hand.

Agreement for the Purchaſe recited.

of 5600 *l.* out of which the ſaid Sum of 5100 *l.* ſo due and owing unto the ſaid *Felix Fry* on his ſaid recited Securities as aforeſaid is to be paid off and diſcharged. Now this Indenture witneſſeth, That in Purſuance of the ſaid recited Contract and Agreement, and for and in Conſideration of the Sum of 5100 *l.* of lawful Money of *Great Britain*, Part of the ſaid 5600 *l.* Purchaſe-Money to the ſaid *Felix Fry* in Hand well and truly paid by the ſaid *Humphrey Hall* at or before the Enſealing and Delivery thereof, at the Requeſt, and by the Direction and Appointment of the ſaid *Auſtin Aſh*, teſtified by his being a Party to and executing theſe Preſents, in full Diſcharge of all Principal Monies and Intereſt now due and owing to the ſaid *Felix Fry* on his ſaid recited Securities, and for and in Conſideration of the further Sum of 500 *l.* of like Money, Reſidue of the ſaid 5600 *l.* Purchaſe-Money to the ſaid *Auſtin Aſh* in Hand likewiſe well and truly paid by the ſaid *Humphrey Hall* at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment of which ſaid two ſeveral Sums of 5100 *l.* and 500 *l.* accordingly, making together the ſaid 5600 *l.* Purchaſe-Money, they the ſaid *Felix Fry* and *Auſtin Aſh* do hereby reſpectively acknowledge, and thereof and of every Part thereof do reſpectively acquit, releaſe and diſcharge the ſaid *Humphrey Hall*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, which ſaid Sum of 5600 *l.* is the ſame Sum of 5600 *l.* mentioned to be the Conſideration Money of one Indenture bearing even Date herewith, between the ſaid *Auſtin Aſh* and *Felix Fry* of the one Part, and the ſaid *Humphrey Hall* of the other Part, inrolled or intended to be inrolled in the High Court of Chancery, purporting a Bargain and Sale of the ſaid Capital Meſſuage, Farm, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Humphrey Hall*, his Heirs and Aſſigns, the ſaid *Felix Fry*, at the Requeſt, and by the Direction and Appointment of the ſaid *Auſtin Aſh* teſtified as aforeſaid, hath bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth bargain, ſell, alien, releaſe and confirm, and the ſaid *Auſtin Aſh* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Humphrey Hall*, his Heirs and Aſſigns, all that Capital Meſſuage and Farm, with their Appurtenances, commonly called or known by the Name of *Jonts Farm*, ſituate and being within the Pariſhes of *Bruton* aforeſaid and *Kinnall*, or one of them, in the ſaid County of *Cardigan* and in the County of *Leiceſter*, or one of them; and alſo all Houſes, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Backſides and Hereditaments whatſoever to the ſaid Capital Meſſuage and Farm belonging or appertaining, or therewith uſed or enjoyed, and alſo all Cloſes, Fields and Parcels of Arable Land, Meadow and Paſture Ground thereunto belonging, or therewith uſed, containing in the Whole by Eſtimation one hundred and thirty Acres, be the ſame more or leſs, lying and being in the Pariſhes of *Bruton* and *Kinnall* aforeſaid, or one of them, in the ſaid Counties of *Cardigan* and *Leiceſter*, or one of them, all which ſaid Meſſuage, Lands, Hereditaments and Premiſſes, now are or late were in the Tenure, Poſſeſſion or Occupation of *Matthew Moor*, his Aſſigns, Leſſees or Undertenants; and alſo all the Coppices, Springs, Woods and Parcels of Wood Ground to the ſaid Capital Meſſuage or Farm belonging or appertaining, or therewith uſed, occupied or enjoyed, or which are accepted, reputed or taken as Part, Parcel or Member thereof, lying and being in the Pariſhes of *Bruton* and *Kinnall* aforeſaid, or one of them, in the ſaid Counties of *Cardigan* and *Leiceſter*, or one of them, containing in the Whole by Eſtimation one Hundred Acres, be the ſame more or leſs, and now or late in the Tenure, Poſſeſſion or Occupation of the ſaid *Auſtin Aſh*, his Aſſigns, Leſſees or Undertenants, and all other the Meſſuages, Cottages, Cloſes, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Auſtin Aſh*, or whereof or wherein he or any Perſon or Perſons in Truſt for him have or hath any Eſtate, Intereſt, Equity of Redemption, Claim or Demand at Law or in Equity, ſituate and being in the ſaid Pariſhes of *Bruton* and *Kinnall*, or either of them, in the ſaid Counties of *Cardigan* and *Leiceſter*, or one of them, and which in and by the ſaid recited Indentures of Leaſe and Releaſe were conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto and to the Uſe of the ſaid *Felix Fry*, his Heirs and Aſſigns, with their Appurtenances, all which ſaid Capital Meſſuage, Farm,

The Conſideration.

Reference to a Deed of Bargain and Sale, of even Date, made to the Purchaſor.

The Grant, &c.

The Parcels.

Farm, Close, Lands, Tenements, Hereditaments and Premiſſes, now are or late were in the Tenure, Poſſeſſion or Occupation of the ſaid *Auſtin Aſh*, his Aſſigns, Leſſees or Undertenants; and all Ways, Waters, Watercourſes, Trees, Woods, Underwoods, Commons, Common of Paſture, Eaſements, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatſoever to the ſaid Capital Meſſuage, Farm, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, every or any Part thereof belonging or in any wiſe appertaining, or with the ſame, or any Part thereof, now or at any Time heretofore uſed, occupied or enjoyed, or reputed as Part thereof, or of any Part thereof; all which ſaid Capital Meſſuage, Farms, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *Humphrey Hall*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Auſtin Aſh* and *Felix Fry* for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Humphrey Hall*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt, Equity of Redemption, Truſt, Property, Claim and Demand whatſoever of them the ſaid *Auſtin Aſh* and *Felix Fry*, and of each of them, of, in, to or out of the ſaid Capital Meſſuage, Farm, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, every or any Part or Parcel thereof, and all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the Premiſſes only, or only any Part thereof, which they the ſaid *Auſtin Aſh* and *Felix Fry*, or either of them, now have or hath in their or either of their Cuſtodies or Power; To have and to hold the ſaid Capital Meſſuage, Farm, Cloſes, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Humphrey Hall*, his Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of the ſaid *Humphrey Hall*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Auſtin Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Humphrey Hall*, his Heirs and Aſſigns, in Manner and Form following; that is to ſay, That for and notwithſtanding any Act, Matter or Thing whatſoever by the ſaid *Auſtin Aſh*, or by *Noah Aſh* his late Brother deceaſed, and the ſaid *David Aſh* and *Eliza* his late Wife, (their late Father and Mother) or by *Oliver Oſborn* deceaſed, the late Father of the ſaid *Eliza*, or any of them, or by any Perſon or Perſons claiming, or to claim from, by or under them, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary, they the ſaid *Auſtin Aſh* and *Felix Fry*, or one of them, now are and ſtand, or is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in their, or one of their Demeſne as of Fee of and in the ſaid Capital Meſſuage, Farm, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, of a good, ſure, lawful abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple to them, or one of them, and their Heirs, or the Heirs of one of them, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame; And that for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, they the ſaid *Auſtin Aſh* and *Felix Fry*, or one of them, now at the Time of the Enſealing and Delivery of theſe Preſents, have or hath in themſelves, or one of them, good Right, full Power, and lawful and abſolute Authority to grant and convey the ſaid Capital Meſſuage, Farm, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Humphrey Hall*, his Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents. And alſo that it ſhall and may be lawful to and for the ſaid *Humphrey Hall*, his Heirs and Aſſigns, from Time to Time and at all Times hereafter peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Capital Meſſuage, Farm, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, from and after *Michaelmas* now laſt paſt, to and for his and their

General Words.

Habendum,

to the Purchaſor and his Heirs, *&c.* The Vendor covenants that he or his Truſtee is ſeiſed in Fee.

And has Power to convey.

And that the Purchaſor may quietly enjoy,

their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Auſtin Aſh*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Capital Meſſuage, Farm, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *Noah Aſh* and *David Aſh* and *Eliza* his late Wife, and *Oliver Oſborn*, or any of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Auſtin Aſh*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Auſtin Aſh*, *Noah Aſh* and *David Aſh* and *Eliza* his late Wife, and *Oliver Oſborn*, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, or their or any of their Act, Means, Aſſent, Conſent, Privity or Procurement. And moreover, that he the ſaid *Auſtin Aſh* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Capital Meſſuage, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under the ſaid *Noah Aſh* and *David Aſh* and *Eliza* his late Wife, and *Oliver Oſborn*, or any of them, ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges of the Law of the ſaid *Humphrey Hall*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Capital Meſſuages, Farm, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Humphrey Hall*, his Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Humphrey Hall*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And the ſaid *Felix Fry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Humphrey Hall*, his Heirs and Aſſigns, that he the ſaid *Felix Fry* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Capital Meſſuage, Farm, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs, *&c.*

free from Incumbrances,

and to make further Aſſurances.

The Truſtee covenants that he hath not done any Thing to incumber.

No. 9. *A Conveyance by Recovery, Leaſe and Releaſe, of a Moiety of Lands deviſed in Tail to the Son, ſubject (as to one Third) to an Eſtate for Life for his Mother; and ſubject to a Mortgage by the Teſtator; and to a Sum charged on a Term raiſed by the Will of the Perſon from whom the Teſtator purchaſed; with ſpecial Recitals and Exceptions.*

THIS Indenture tripartite, made the tenth Day of *March Anno Domini* 1729. and in the third Year of the reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, &c. between *Andrew Aſton*, Citizen and Mercer of *London*, and *Bethia* his Wife, (late *Bethia Crew*, the Widow and Relict of *Charles Crew*, late Citizen and Mercer of *London*, deceaſed) and *Charles Crew*, Mercer, eldeſt Son and Heir of the ſaid *Charles Crew* deceaſed, by the ſaid *Bethia*, of the firſt Part; *Ezra Eades* ſenior, of *London*, Eſq; of the ſecond Part, and *Zachary Zeely* the Elder of *London*, Merchant, of the third Part.

A Mortgage in Fee by the laſt Owner deceaſed, recited.

Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the eleventh and twelfth Days of *May* which were in the Year of our Lord 1725. and made or mentioned to be made between the ſaid *Charles Crew* deceaſed, and the ſaid *Andrew Aſton* (his Truſtee) of the one Part, and *Francis Farr*, Citizen and Grocer of *London*, and the ſaid *Ezra Eades*, of the other Part, for the Conſiderations in the ſaid Indentures mentioned, all and every the Manors, Capital Meſſuage, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, and the Fee-ſimple and Inheritance thereof, (which were then lately purchaſed by the ſaid *Charles Crew* deceaſed, in the Names of himſelf and the ſaid *Andrew Aſton* his Truſtee, of and from *Luke Leeſon* of *London*, Eſq;) were conveyed and aſſured by way of Mortgage in Fee unto and to the Uſe of the ſaid *Francis Farr* and *Ezra Eades*, their Heirs and Aſſigns for ever, in Truſt as to the Eſtate of the ſaid *Ezra Eades* and his Heirs for the ſaid *Francis Farr*, his Heirs, Executors, Adminiſtrators and Aſſigns, ſubject to a Proviſo in the ſaid Indenture of Releaſe contained for Redemption of the Premiſſes on Payment of the Sum of 1200 *l.* Principal Money, and Intereſt for the ſame at the Rate of 5 *l. per Cent. per Ann.* by the ſaid *Charles Crew* deceaſed, his Heirs, Executors or Adminiſtrators, unto the ſaid *Francis Farr*, his Executors, Adminiſtrators or Aſſigns, at certain Days and Times therein for that Purpoſe limited, and long ſince paſt.

An Incumbrance by the Will and Codicils of a former Owner of the Lands, &c. recited, and a Term created to raiſe the Money.

And whereas *Matthew Leeſon* of *London*, Eſq; deceaſed, in and by his laſt Will and Teſtament dated on or about the fifteenth Day of *May* which was in the Year of our Lord 1722. did (among other Things) charge the Sum of 3000 *l.* on the ſaid Manor, Meſſuages, Lands and Hereditaments, to be raiſed and paid by the Ways and Means therein in that Behalf mentioned, for the Purpoſes in his ſaid Will and in ſeveral Codicils by him afterwards made thereto, or in ſome or one of them directed or appointed; and for that Purpoſe he the ſaid *Matthew Leeſon* did in and by his ſaid Will deviſe, limit and appoint the ſame Manor, Meſſuages, Lands and Hereditaments to his Son the ſaid *Luke Leeſon*, *Richard Bayne*, Eſq; *Samuel Stains*, *Thomas Timms* and *Valentine Vere*, Eſqs; (his Executors therein named) their Executors, Adminiſtrators and Aſſigns, for the Term of five hundred Years, to commence from and immediately after his Deceaſe, in Truſt for raiſing the ſame 3000 *l.*

And the Will of the laſt Owner recited.

And whereas the ſaid *Charles Crew* deceaſed, duly made his laſt Will and Teſtament in Writing, dated on or about the thirteenth Day of the ſaid Month of *May* 1725. and (after reciting or taking Notice of his Purchaſe of the ſaid Manor, Meſſuages, Lands and Hereditaments of and from the ſaid *Luke Leeſon*, and that the ſaid Premiſſes were and ſtood charged with the aforeſaid Sum of 3000 *l.* with Intereſt thereof from *Michaelmas* then laſt paſt, and that he had then lately mortgaged the ſame Manor and Premiſſes to the ſaid *Francis Farr*, and *Ezra Eades* his Truſtee, for ſecuring to the ſaid *Francis Farr* the ſaid Sum of 3000 *l.* with legal Intereſt for the ſame) he the ſaid *Charles Crew* did in and by his ſaid Will (among other Things) direct that the ſeveral Sums of 3000 *l.* and 1200 *l.* and all Intereſt due or to grow due for the ſame reſpectively, ſhould be paid by his Executors therein after named, by and out of his perſonal

Eſtate, as ſoon as might be after his Deceaſe; and he did thereby deviſe the ſame Manors, Meſſuages, Lands and Hereditaments in Manner or to the Effect following, *viz.* One full third Part thereof unto his then Wife the ſaid *Bethia* (now Wife of the ſaid *Andrew Aſton)* and her Aſſigns for the Term of her natural Life; and (ſubject to her ſaid Eſtate for Life in the ſaid third Part) he thereby deviſed one full Moiety or Half Part of the ſaid Manor, Meſſuages, Lands and Hereditaments unto his Son the ſaid *Charles Crew* Party hereto, and the Heirs of his Body, and for Default of ſuch Heirs unto his the ſaid Teſtator's younger Son *Nathaniel Crew*, and his Heirs for ever; and the other Moiety or Half Part thereof he thereby deviſed unto the ſaid *Nathaniel Crew* and the Heirs of his Body, and for Default of ſuch Heirs unto the ſaid *Charles Crew* Party hereto, and his Heirs for ever; and of his ſaid Will he did thereby make the ſaid *Bethia* his then Wife, and *Oliver Orton* and *Peter Perry*, Citizens and Mercers of *London*, Executors, and ſoon after departed this Life without revoking or altering his ſaid Will, leaving his ſaid two Sons *Charles Crew* and *Nathaniel Crew* both Infants under the Age of twenty-one Years, and no other Children; and the ſaid Executors of the ſaid *Charles Crew* the Teſtator ſoon afterwards proved his ſaid Will in the Prerogative Court of *Canterbury*, and took on themſelves the Burden of the Execution thereof. And whereas by Indenture quadrupartite, dated on or about the fifth Day of *April* 1726, and made or mentioned to be made between the ſaid *Bethia* the now Wife of the ſaid *Andrew Aſton*, (then *Bethia Crew*, Widow) and the ſaid *Oliver Orton* and *Peter Perry*, of the firſt Part; the ſaid *Richard Bayne*, *Samuel Stains*, *Thomas Tims* and *Valentine Vere*, of the ſecond Part; the ſaid *Francis Farr* and *Ezra Eades* (by the Name of *Ezra Eades* of *London*, Gent.) of the third Part, and *William Wills* of *London*, Gent. of the fourth Part, reciting (among other Things) the ſaid Will and Codicils of the ſaid *Matthew Leeſon*, and an Indenture dated on or about the ſaid third Day of the ſaid Month of *May* 1725, whereby the ſaid *Luke Leeſon*, for the Conſiderations therein mentioned, did releaſe and aſſign unto the ſaid *Richard Bayne*, *Samuel Stains*, *Thomas Tims* and *Valentine Vere*, their Executors, Adminiſtrators and Aſſigns, all his the ſaid *Luke Leeſon*'s Part and Share of and in all and every the ſaid Manor, Capital Meſſuages, Lands, Hereditaments and Premiſſes in and by the ſaid Will of the ſaid *Matthew Leeſon* deviſed, limited or appointed for the ſaid Term of five hundred Years as aforeſaid, and all his Eſtate and Intereſt therein by Virtue of the ſame Will; To hold unto the ſaid *Richard Bayne*, *Samuel Stains*, *Thomas Tims* and *Valentine Vere*, their Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of five hundred Years therein, ſubject to the Truſts in and by the ſame Will and Codicils, every or any of them expreſſed, directed or declared of and concerning the ſame; and that the ſaid *Bethia Crew*, *Oliver Orton* and *Peter Perry* had raiſed Money by and out of the perſonal Eſtate of the ſaid *Charles Crew* deceaſed, ſufficient *(inter alia)* to pay all Intereſt then due for the ſaid 1200 *l.* and 3000 *l.* and alſo ſufficient to pay off 1500 *l.* (Part of the ſaid 3000 *l.* Principal Money) and for the Reaſons therein mentioned had propoſed to the ſaid *Francis Farr* to advance and lend the further Sum of 1500 *l.* (which with the 1500 *l.* raiſed by the ſaid Executors of the ſaid *Charles Crew* would wholly diſcharge the ſaid Debt of 3000 *l.* ſecured by the ſaid Term of five hundred Years) and to continue the ſaid 1200 *l.* and to be content with Intereſt for both the ſaid Sums of 1200 *l.* and 1500 *l.* (making together 2700 *l.*) at the Rate of 4 *l.* 10 *s. per Cent. per Annum*, which the ſaid *Francis Farr* had agreed to do, it was (in and by the ſaid Indenture quadrupartite) witneſſed, and in Conſideration of the ſaid Sum of 1500 *l.* to the ſaid *Richard Bayne*, *Samuel Stains*, *Thomas Tims* and *Valentine Vere*, paid by the ſaid *Francis Farr*, and of the Sum of 1701 *l.* 3 *s.* 4 *d.* to the ſaid *Richard Bayne*, *Samuel Stains*, *Thomas Tims* and *Valentine Vere*, paid by the ſaid *Bethia Crew*, *Oliver Orton* and *Peter Perry*, and for the Conſiderations in the ſame Indenture expreſſed, the ſaid *Richard Bayne*, *Samuel Stains*, *Thomas Tims* and *Valentine Vere* (at the Requeſt and by the Direction of the ſaid *Bethia Crew*, *Oliver Orton* and *Peter Perry)* did bargain, ſell, aſſign and ſet over unto the ſaid *William Wills*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in and by the ſaid Will of the ſaid *Matthew Leeſon* deviſed, limited or appointed for the ſaid Term of five hundred

whereby he deviſed the Premiſſes by Moieties, to his two Sons in Tail, with Croſs Remainders in Fee, ſubject to a Third to his Wife for Life.

Indenture quadrupartite recited,

whereby the Truſtees of the former Owner aſſign their Term to a Truſtee of the Mortgagee (who lends a further Sum towards paying off the Incumbrance created by the former Owner) and then ſubject to Redemption.

hundred Years, and releaſed and aſſigned by the ſaid *Luke Leeſon* to the ſaid *Richard Bayne*, *Samuel Stains*, *Thomas Tims* and *Valentine Vere* as aforeſaid, and all their Eſtate and Intereſt therein by Virtue of the ſaid Will of the ſaid *Matthew Leeſon*, and Indenture of Aſſignment and Releaſe, or otherwiſe howſoever; To hold the ſame unto the ſaid *William Wills*, his Executors, Adminiſtrators and Aſſigns, from thenceforth for all the then Reſidue of the ſaid Term of five hundred Years therein, in Truſt for the ſaid *Francis Farr*, his Executors, Adminiſtrators and Aſſigns, under a Proviſo in the ſaid Indenture quadrupartite contained, as well for the Redemption and Reconveyance of the ſaid Manor, Meſſuages, Capital Meſſuages, Lands, Hereditaments and Premiſſes, and the Fee-ſimple and Inheritance thereof, as alſo for aſſigning and ſurrendring of the ſame Premiſſes for all the then Reſidue of the ſaid Term of five hundred Years therein in Manner in the ſame Indenture expreſſed, on Payment of the Sum of 2700 *l.* Principal Money and Intereſt for the ſame at the Rate of 4 *l.* 10 *s. per Cent. per Annum* unto the ſaid *Francis Farr*, his Executors, Adminiſtrators or Aſſigns, at certain Days and Times therein for that Purpoſe limited, and long ſince paſt; as by the ſaid ſeveral Indentures, Wills and Writings herein before recited or referred to, Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid Executors of the ſaid *Charles Crew* deceaſed, did on or about the ſixth Day of *September* 1727, pay the Sum of 600 *l.* (by them raiſed and received out of the perſonal Eſtate of the ſaid *Charles Crew* deceaſed) unto the ſaid *Francis Farr*, (in Part of the ſaid 2700 *l.* Principal Money ſo ſecured to him as aforeſaid) whereby his ſaid Principal Debt on his ſaid recited Securities was reduced to the Sum of 2100 *l.* as by the Receipt of the ſaid *Francis Farr* for the ſame 600 *l.* indorſed on the ſaid Indenture quadrupartite, may appear. And whereas there is now due and owing to the ſaid *Francis Farr* on his ſaid recited Securities the Sum of 2100 *l.* Principal Money, and no more, all Intereſt for the ſame having been duly paid and ſatisfied until the Day of the Date hereof. And whereas the ſaid *Charles Crew* Party hereto, hath ſometime ſince attained his Age of twenty-one Years, and in *Hilary* Term now laſt paſt they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Charles Crew* Party hereto, have joined together in ſuffering a Common Recovery of his the ſame *Charles Crew*'s undivided Moiety of the ſaid Manors, Meſſuages, Lands and Hereditaments, and in barring, cutting off and deſtroying the Eſtate-tail in and by the ſaid Will of the ſaid *Charles Crew* deceaſed, created or limited of and concerning the ſaid laſt mentioned Moiety, and all Reverſions and Remainders thereupon expectant or depending, and have limited or ſettled the ſame to the Uſe of the ſaid *Ezra Eades*, his Heirs and Aſſigns for ever, in Truſt for the ſaid *Francis Farr*, his Executors, Adminiſtrators and Aſſigns, for ſecuring to him and them by and out of the ſaid Moiety (together with the other Moiety of the ſame Premiſſes now in him the ſaid *Francis Farr)* the Payment of the aforeſaid Sum of 2100 *l.* Principal Money, and Intereſt for the ſame at the Rate laſt herein before mentioned, at ſuch Times and in ſuch Manner as the ſame was charged on and ſecured to be paid out of the Whole of the ſaid Manor, Meſſuages, Lands and Hereditaments at or immediately before the Execution of the Indenture quadrupartite of Bargain and Sale next herein after mentioned or referred to, and from and immediately after Payment thereof, and in the mean Time ſubject thereto, to the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Charles Crew* Party hereto, ſhould at any Time or Times during their joint Lives, by any Writing or Writings under their Hands and Seals, executed in the Preſence of two or more credible Witneſſes, direct, limit or appoint; and for want thereof, then as to two full third Parts of the ſame Moiety, to the Uſe and Behoof of the ſaid *Charles Crew* Party hereto, and of his Heirs and Aſſigns for ever; and as to the other third Part thereof, to the Uſe and Behoof of the ſaid *Bethia* (Wife of the ſaid *Andrew Aſton)* and her Aſſigns for the Term of her natural Life, and from and immediately after her Deceaſe, then to the Uſe and Behoof of him the ſaid *Charles Crew* Party hereto, and of his Heirs and Aſſigns for ever, as by one Indenture quadrupartite of Bargain and Sale (duly inrolled in Chancery) bearing Date the eighth Day of *February* now laſt paſt, and made or mentioned to be made between the ſaid *Andrew Aſton* and *Bethia* his

Recital that Part is paid off to the Mortgagee,

and of what remains due,

and that the eldeſt Son and Wife of the laſt Owner have joined in a Recovery of a Moiety,

in Truſt for the Truſtee of the Mortgagee,

and after Payment to the Uſe of Perſons to be appointed by the Mother and Son, &c.

prout the Indenture declaring the Truſts and Uſes of the Recovery.

Wife, and *Charles Crew* Party hereto, of the firſt Part, the ſaid *Ezra Eades* of the ſecond Part, *Abel Aſh* of *London*, Gent. of the third Part, and *Benedict Bell* of *London*, Eſq; of the fourth Part, and the ſaid Common Recovery ſuffered (in Purſuance of the ſame Indenture) in *Hilary* Term now laſt paſt, Relation being thereunto reſpectively had, may appear. And whereas the ſaid *Ezra Eades* hath contracted and agreed with the ſaid *Charles Crew* Party thereto, and *Andrew Aſton* and *Bethia* his Wife, for the abſolute Purchaſe of the Fee-ſimple and Inheritance in Poſſeſſion of the ſaid laſt mentioned Moiety of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes, and of their ſeveral and reſpective Eſtates and Intereſts therein (free from Incumbrances) for the Sum or Price of 3000 *l.* of lawful Money of *Great Britain*, out of which the Sum of 1050 *l.* (one Moiety of the ſaid 2100 *l.* principal Money ſo due and owing to the ſaid *Francis Farr* as aforeſaid) is to be paid off and ſatisfied. Now this Indenture witneſſeth, That in Purſuance of the ſaid recited Agreement, and for and in Conſideration of the Sum of 1950 *l.* lawful Money of *Great Britain* (in Part of the ſaid 3000 *l.* Purchaſe-Money) to them the ſaid *Charles Crew* Party hereto, and *Andrew Aſton* and *Bethia* his Wife, or ſome or one of them, well and truly paid or ſecured to be paid by the ſaid *Ezra Eades* at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment of which ſaid Sum of 1950 *l.* or Security for the ſame, they the ſaid *Charles Crew* Party hereto, and *Andrew Aſton* and *Bethia* his Wife, do hereby own and acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and for and in Conſideration of the further Sum of 1050 *l.* of like Money (Reſidue and in full of the ſaid 3000 *l.* Purchaſe-Money) to be paid by the ſaid *Ezra Eades* unto the ſaid *Francis Farr*, in Satisfaction and Diſcharge of one Moiety of the ſaid Debt or Sum of 2100 *l.* principal Money ſo due and owing to him the ſaid *Francis Farr* as aforeſaid, and in Conſideration of the Sum of 10*s.* of like Money to the ſaid *Andrew Aſton* and *Bethia* his Wife, *Charles Crew* Party hereto, and *Ezra Eades*, in Hand paid by the ſaid *Zachary Zeely* at or before the Execution of theſe Precepts, the Receipt whereof is hereby acknowledged, they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Charles Crew* Party hereto, in Purſuance and by Force and Virtue of the ſaid Power and Authority to them given or reſerved in and by the ſaid Indenture quadrupartite of the eighth Day of *February* now laſt paſt, and of all other Powers and Authorities to them or any of them in that Behalf given or reſerved, or any Ways enabling them, or any of them thereunto, have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, directed, limited and appointed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, alien, releaſe and confirm, direct, limit and appoint; and the ſaid *Ezra Eades*, at the Requeſt, and by the Direction and Appointment of the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Charles Crew* Party hereto, (teſtified by their Signing, Sealing and Delivery of theſe Preſents) hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Zachary Zeely*, his Heirs and Aſſigns, one full and undivided Moiety or Half (the Whole in two equal Parts to be divided) of all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Freke*, with the Rights, Royalties, Members and Appurtenances thereof in the Pariſh of *Grundon* in the County of *Hants*, or elſewhere in the ſame County, and alſo of all that Capital Meſſuage or Tenement, with the Appurtenances, in *Grundon* aforeſaid, wherein *John Jones*, Eſq; deceaſed, heretofore dwelt, and alſo of all that other Capital Meſſuage or Tenement, with the Appurtenances, in *Grundon* aforeſaid near *Inckton*, wherein *Leonard Lanton*, Eſq; deceaſed, heretofore dwelt, and alſo all that Brewhouſe, with the Appurtenances, ſituate and being in or near *Inckton End* in the ſaid County of *Hants*, and of all Meſſuages, Houſes, Edifices, Buildings, Lands, Tenements, Meadows, Paſtures, Grounds and Hereditaments whatſoever, with their Appurtenances, to the ſaid Manor, Capital Meſſuages, Brewhouſe and Premiſſes, every or any of them, or any Part or Parcel of them, or any of them belonging or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them, or any of them, ſituate, lying

An Agreement recited, whereby the Truſtee of the Mortgagee contracted for the abſolute Purchaſe of this Moiety.

The Conſideration.

Grant and Releaſe by the Mother and her now Huſband, and the eldeſt Son, to a Truſtee for the Purchaſor.

The Parcels.

lying or being in *Inckton* and *Grundon* aforeſaid, or in *Keſter* in the ſaid County of *Hants*, every or any of them, and alſo of all Meſſuages, Houſes, Edifices, Buildings, Lands, Tenements, Meadows, Paſtures, Ground and Hereditaments, ſituate, lying or being in or near *Inckton End* aforeſaid, and ſometime heretofore Parcel, or reputed Parcel of the Chapel of *All Souls* in or near *Grundon*, *Inckton* and *Keſter* aforeſaid, ſome or one of them in the ſaid County of *Hants*, with their and every of their Appurtenances, and alſo of all and every the Meſſuages, Lands, Tenements, Ground and Hereditaments whatſoever, late of the ſaid *Luke Leeſon*, and ſince that of the ſaid *Charles Crew* deceaſed, ſituate, lying or being in or near *Grundon*, *Inckton* and *Keſter* aforeſaid, every or any of them, and late or ſometime in the ſeveral Tenures, Poſſeſſions or Occupations of *Caleb Coe*, *David Dell* and *Ezra Edge*, or ſome of them, their or ſome of their Aſſigns, Leſſees or Undertenants, all which ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes, were late the Eſtate of the ſaid *Luke Leeſon*, and were by him ſold and conveyed unto and to the Uſe of the ſaid *Charles Crew* deceaſed, and the ſaid *Andrew Aſton* his Truſtee, and the Heirs and Aſſigns of him the ſame *Charles Crew*, in Truſt as to the Eſtate of the ſaid *Andrew Aſton* for the ſame *Charles Crew*, his Heirs and Aſſigns, by Indentures of Leaſe and Releaſe, and Bargain and Sale, duly inrolled in the High Court of Chancery, bearing date reſpectively on or about the ſixth and ſeventh Days of the ſaid Month of *May* 1725. and then or then late were in the ſeveral Tenures, Poſſeſſions or Occupations of *Ezra Edge*, *Felix Fry*, *Gregory Gyles*, [*Here the Names of many more Tenants*] and the ſaid *Luke Leeſon*, or ſome of them, their or ſome of their Aſſigns, Leſſees or Undertenants, or of ſome other Perſon or Perſons as Tenant or Tenants to him the ſaid *Luke Leeſon*, and all now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of *Hugh Harris*, *Jane Jell*, *Kenrick Kelly*, and the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Charles Crew*, Party hereto, and the ſaid *Nathaniel Crew*, or ſome of them, their or ſome of their Aſſigns, Leſſees or Undertenants; and alſo one full and undivided Moiety or Half-Part (the Whole in two equal Parts to be divided) of all other the Meſſuages, Lands, Tenements, Meadows, Paſtures, Fiſhings, and other Hereditaments whatſoever, ſituate, lying and being, ariſing, happening or renewing in or within *Grundon*, *Inckton* and *Keſter* aforeſaid, every or any of them, or in any other Pariſh or Pariſhes thereto near adjoining, which were purchaſed by the ſaid *Charles Crew* deceaſed, in the Names of himſelf and the ſaid *Andrew Aſton* his Truſtee, of and from the ſaid *Luke Leeſon*, in and by the ſaid Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled of the ſixth and ſeventh Days of *May* 1725. with their and every of their Appurtenances, (all which ſaid Moiety, Hereditaments and Premiſſes hereby conveyed, limited and appointed as aforeſaid, or mentioned or intended ſo to be, are now in the actual Poſſeſſion of the ſaid *Zachary Zeely*, by Virtue of a Bargain and Sale and Appointment to him thereof made by the ſaid *Andrew Aſton* and *Bethia* his Wife, *Charles Crew* Party hereto, and *Ezra Eades*, for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Zachary Zeely* in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided)

General Words.

and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever both at Law and in Equity of them the ſaid *Andrew Aſton* and *Bethia* his Wife, *Charles Crew* Party hereto, and *Ezra Eades*, and of each and every, or any of them, of, into or out of the ſaid Moiety, Hereditaments and Premiſſes hereby, or mentioned to be hereby conveyed, limited and appointed, every or any Part thereof; and alſo all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which they the ſaid Parties laſt named, or any of them, now have or hath in their or any of their Cuſtodies, or can come by without Suit in Law; To have and

Habendum,

to hold the ſaid Moiety, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby granted, conveyed, directed and appointed with their and every of their Appurtenances, unto the ſaid *Zachary Zeely*, his Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of the ſaid *Ezra*

Eades

Eades and *Zachary Zeely*, and of the Heirs and Aſſigns of the ſaid *Ezra Eades* for ever, in Truſt as to the Eſtate of the ſaid *Zachary Zeely*, for and for the only Benefit of him the ſaid *Ezra Eades*, and of his Heirs and Aſſigns, but ſubject nevertheleſs unto and charged with the aforeſaid Sum of 1050 *l.* to be paid by the ſaid *Ezra Eades* out of the ſaid 3000 *l.* Purchaſe-Money unto the ſaid *Francis Farr*, in Satisfaction and Diſcharge of one Moiety of the ſaid 2100 *l.* Principal Money ſo due and owing unto him the ſaid *Francis Farr* on his ſaid recited Securities as aforeſaid, together with the Intereſt from henceforth to grow due for the ſame 1050 *l.* till Payment thereof, at ſuch Times and in ſuch Manner as the ſaid 2100 *l.* principal Money, and the accruing Intereſt thereof, was charged upon and ſecured to be paid out of the Whole of the ſaid Manor, Meſſuages, Hereditaments and Premiſſes, at or immediately before the Execution of theſe Preſents. And the ſaid *Andrew Aſton* for himſelf and the ſaid *Bethia* his Wife, his and her Heirs, Executors and Adminiſtrators, and the ſaid *Charles Crew* Party hereto, for himſelf, his Heirs, Executors and Adminiſtrators, do hereby ſeverally covenant, promiſe, grant and agree to and with the ſaid *Ezra Eades*, his Heirs and Aſſigns, in Manner following, (that is to ſay) That (for and notwithſtanding any Act, Matter or Thing whatſoever by them the ſaid *Adam Aſton* and *Bethia* his Wife, and *Charles Crew* Party hereto, or any of them, or by the ſaid *Charles Crew* deceaſed, or by any Perſon or Perſons lawfully claiming, or to claim by, from or under, or in Truſt for them or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Charles Crew* Party hereto, or ſome or one of them, have or hath at the Time of the Enſealing and Delivery of theſe Preſents in themſelves, or ſome or one of them, good Right, full Power, and lawful and abſolute Authority to grant and convey, direct, limit and appoint the ſaid Moiety, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and conveyed, directed, limited and appointed as aforeſaid, with their Appurtenances, unto the ſaid *Zachary Zeely*, his Heirs and Aſſigns, to the Uſe of the ſaid *Ezra Eades* and *Zachary Zeely*, and of the Heirs and Aſſigns of the ſaid *Ezra Eades*, ſubject in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents, (except as is herein after excepted.) And further, that it ſhall and may be lawful to and for the ſaid *Ezra Eades*, his Heirs and Aſſigns, from Time to Time and at all Times hereafter peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Moiety, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Charles Crew* Party hereto, or any of them, their or any of their Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſame Moiety, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for them, or any of them, or from, by or under the ſaid *Charles Crew* deceaſed, (except as is herein after excepted;) and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Charles Crew* Party hereto, or ſome or one of them, their or ſome or one of their Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, and particularly the Dower and Eſtate for Life of the ſaid *Bethia*, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Andrew Aſton* and *Bethia* his Wife, *Charles Crew* Party hereto, and *Charles Crew* deceaſed, or any of them, their or any of their Heirs and Aſſigns, or by any Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, (other than and except the yearly Fee Farm Rent of 15 *l.* or thereabouts, reſerved

ſubject to a Sum remaining due to the Mortgagee, with Intereſt.

Covenant by the Vendors, that

they have Power to convey, &c.

And for quiet Enjoyment,

free from Incumbrances,

except a Rent payable thereout,

reſerved and from henceforth to be iſſuing and payable out of the aforeſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes, or ſome Part thereof, and other than and except the now Reſidue of the ſaid herein before recited or mentioned Term of five hundred Years, ſo aſſigned or mentioned to be aſſigned to the ſaid *William Wills*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Francis Farr*, his Executors, Adminiſtrators and Aſſigns as aforeſaid; and other than and except the Reſidue of a Term of one thouſand Years of and in ſome Part of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes raiſed and created by Indenture dated the eighth Day of *Auguſt* 1686. and made or mentioned to be made between the ſaid *Matthew Leeſon*, by the Name of *Matthew Leeſon* of *London*, Eſq; Son and Heir Apparent of *Matthew Leeſon* of *London* aforeſaid, Eſq; of the one Part, and *Luke Lant* of *London*, Gent. of the other Part, which ſaid Term of one thouſand Years did ſince by meſne Aſſignments come to and veſt in *Mark Morris* of *London*, Merchant, his Executors, Adminiſtrators and Aſſigns, (ſubject to the Payment of the ſaid 3000 *l.* to the ſaid Truſtees and Executors of the ſaid *Matthew Leeſon*, with Intereſt for the ſame) in Truſt for the ſaid *Charles Crew* deceaſed, his Heirs and Aſſigns, and to attend the Inheritance of the Premiſſes in the ſame Term comprized to protect the ſame from all meſne Incumbrances, as by Indenture quadrupartite, dated the ſaid ſeventh Day of *December* 1725. and made or mentioned to be made between the ſaid *Luke Leeſon* of the firſt Part, *Olivia Oſborn*, Widow, Adminiſtratrix of the Goods and Chattels of *Paul Peck* her former Huſband deceaſed, of the ſecond Part, the ſaid *Charles Crew* deceaſed, of the third Part, and the ſaid *Mark Morris* of the fourth Part, and the ſeveral Deeds and Writings therein recited, Relation being thereunto reſpectively had, may appear; the Reſidue of both which ſaid Terms of five hundred Years and one thouſand Years, as to the ſaid hereby granted, limited and appointed Moiety, Hereditaments and Premiſſes, ſhall upon Payment of the ſaid Sum of 1050 *l.* and the growing Intereſt for the ſame, by the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators or Aſſigns, in Manner herein after mentioned, be aſſigned to Truſtees, to be nominated by him the ſaid *Ezra Eades*, his Heirs or Aſſigns, in Truſt for him and them, and to be diſpoſed of as he or they ſhall in that Behalf direct or appoint, and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Moiety and Premiſſes, to the End to protect and preſerve the ſame from all Meſne Charges and Incumbrances, if any be; and other than and except one Indenture of Leaſe, dated on or about the tenth Day of *Auguſt* 1679. whereby *Ruth Jones* demiſed ſeveral Meſſuages, Lands and Hereditaments, (Parcel of the Premiſſes) unto *Simon Jones*, his Executors, Adminiſtrators and Aſſigns, from *Lady-day* then laſt for ſixty-one Years, at the Yearly Rent of 40 *l.* free of Taxes, payable Half-yearly at *Lady-day* and *Michaelmas*; and other than and except one other Indenture of Leaſe, dated on or about the eighth Day of *July* 1713. whereby the ſaid *Matthew Leeſon* demiſed ſeveral Meſſuages, Lands and Hereditaments (other Parcel of the Premiſſes, unto *Caleb Coe*, his Executors, Adminiſtrators and Aſſigns, from *Michaelmas* then next for twenty-one Years at the yearly Rent of 130 *l.* payable Quarterly, one Moiety of which ſaid ſeveral yearly Rents of 40 *l.* and 130 *l.* ſhall from henceforth during the Continuance of the ſaid ſeveral Leaſes become due and payable unto the ſaid *Ezra Eades*, his Heirs and Aſſigns.) And the ſaid *Andrew Aſton* for himſelf and the ſaid *Bethia* his Wife, his and her Heirs, Executors and Adminiſtrators, and the ſaid *Charles Crew* Party hereto, for himſelf, his Heirs, Executors and Adminiſtrators, do hereby ſeverally further covenant, promiſe, grant and agree to and with the ſaid *Ezra Eades*, his Heirs and Aſſigns, that they the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Charles Crew* Party hereto, and their Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſaid Moiety, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and conveyed, directed, limited and appointed, or any Part thereof, from, by or under, or in Truſt for them, or any of them, or from, by or under the ſaid *Charles Crew* deceaſed, (except as is herein before excepted) ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt,

and except the Reſidue of the Term before mentioned, and of another Term,

which is to attend the Inheritance,

which Terms are to be aſſigned to a Truſtee for the Purchaſor on Payment of the Reſidue of the Mortgage Money,

and except ſome Leaſes here mentioned.

Covenant for further Aſſurances.

and

and at the proper Coſts and Charges in the Law of the ſaid *Ezra Eades*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all ſuch further and other lawful and reaſonable Acts, Deeds and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Moiety, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Ezra Eades* and *Zachary Zeely*, and the Heirs and Aſſigns of the ſaid *Ezra Eades*, in Truſt as to the Eſtate of the ſaid *Zachary Zeely*, for the ſaid *Ezra Eades*, his Heirs and Aſſigns, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Ezra Eades*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his, her or their then reſpective Dwellings or Places of Abode. And the ſaid *Ezra Eades* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Andrew Aſton* and *Bethia* his Wife, and *Charles Crew* Party hereto, their Heirs, Executors and Adminiſtrators, that he the ſaid *Ezra Eades*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Francis Far*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 1050 *l.* (Reſidue and in full of the ſaid 3000 *l.* Purchaſe-Money, and in Satisfaction and Diſcharge of one Moiety of the ſaid 2100 *l.* Principal Money, ſo due and owing to the ſaid *Francis Far*, on his ſaid recited Securities as aforeſaid) together with Intereſt for the ſame 1050 *l.* from henceforth till Payment thereof, at the Rate of 4 *l.* 10 *s.* *per Cent. per Annum.* In Witneſs, *&c.*

Covenant by the Purchaſor that he will pay off the Mortgage-Money.

A Conveyance by Leaſe and Releaſe (this being the Releaſe) of a Moiety of a Meſſuage to indemnify a Purchaſor of Lands, &c. *againſt a Fee-Farm Rent iſſuing out of the Whole to the Crown. The Title is derived under ſeveral Deeds and Wills which are recited; and are mentioned in the Margin.* N° 10.

THIS Indenture made the fourth Day of *March Anno Domini* 1723. and in the tenth Year of the Reign of our Sovereign Lord *George*, *&c.* between *Alfred Alkin* of *Bradden* in the Pariſh of *Crowton* in the County of *Dorſet*, Eſq; Son and Heir of *Alfred Alkin* late of the City of *London*, Eſq; deceaſed, by *Flavia Alkin* his late Wife alſo deceaſed, which ſaid *Flavia Alkin* was only Siſter and Heir of *Guy Glynne* late of *Hennon* in the County of *Kent*, Gent. deceaſed, of the one Part; and *Lionel Lucy* of *London*, Surgeon, of the other Part. Whereas *Mark Mills* late of *London*, Eſq; deceaſed, being in his Life-time ſeiſed in Fee-ſimple of the Meſſuages, Lands, and other Things herein after mentioned, by his Indenture of Leaſe under his Hand and Seal dated the ſixth Day of *March* which was in the Year of our Lord 1671. for the Conſiderations therein mentioned did grant, bargain, ſell and demiſe unto *Nicholas Norris* of *Hennon* in the County of *Kent*, Eſq; deceaſed, all that Meſſuage, Tenement or Inn, called or known by the Name or Sign of the *Swan*, ſituate, lying and being in *Ort* in the County of *Pembroke*, then in the Occupation of *Ralph Roll*, and all thoſe two Cottages thereunto near adjoining on the Weſt Side of the ſaid Inn, then late in the Occupation of *Stephen Strutt* and *Titus Tall*, and alſo all that Cottage or Tenement, with the Garden, Orchard and little Yard thereunto belonging, lying near *Vam End* in *Ort*, adjoining to a Cloſe called *Wos Cloſe*, ſometime in the Occupation of *Xantippe Xoll*, and then in the Occupation of *Zacheus Zouch*, and all thoſe three Acres of Meadow Ground lying near *Alton*, then in the Occupation of *Bryan Bell*, [*Here are more Parcels.*] and the Rents and Reverſions of the Premiſſes; To hold unto the ſaid *Nicholas Norris*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of the Birth of our Lord Chriſt then laſt paſt for one thouſand

The Creation of a long Term of Years recited,

with a Covenant therein to indemnify the Termor againſt a Fee-Farm Rent due to the Crown.

Years at the yearly Rent of 1 *s.* payable as therein is mentioned. And the ſaid *Mark Mills* did in and by the ſame Indenture covenant with the ſaid *Nicholas Norris* to ſave harmleſs and keep indemnified the ſaid thereby demiſed Premiſſes of and from the yearly Rent or Fee-Farm of 8 *l.* 10 *s.* iſſuing thereout (among other Things) to the Crown for ever, and from all Diſtreſſes, Seiſures and Damages by reaſon of the Nonpayment thereof, which ſaid Indenture of Leaſe and Premiſſes thereby demiſed did afterwards by lawful Ways and Means come unto and veſt in the ſaid *Guy Glynne*.

That the Anceſtor of the now Grantor (to whom the Term came) aſſigned it to attend the Inheritance which he purchaſed.

And whereas the ſaid *Guy Glynne* having agreed to purchaſe the Reverſion and Inheritance of the ſaid Meſſuage, Cottages, Lands and Premiſſes, and to the Intent the ſaid Term of one thouſand Years might not be merged, did by Deed Poll bearing Date the ſixth Day of *March* 1702. and indorſed on the ſaid recited Indenture, aſſign the ſaid Leaſe and Premiſſes thereby demiſed, and all his Eſtate, Term and Intereſt therein unto *Charles Cary* junior, his Executors, Adminiſtrators and Aſſigns, in Truſt to wait and attend upon ſuch Eſtate of Inheritance as he the ſaid *Guy Glynne* then had or ſhould have of and in the ſaid Premiſſes.

The Purchaſe recited.

And whereas *Deborah Mills*, Widow and Relict of the ſaid *Mark Mills*, *Ezekiel Edge* of *London*, Gent. and *Deborah* his Wife, one of the Daughters and Coheirs of the ſaid *Mark Mills* and *Gertrude Gyles* of *London*, Widow, the other Daughter and Coheir of the ſaid *Mark Mills*, did by Indenture bearing Date on or about the ſeventh Day of *March* 1702. and by Fine *ſur Conuzance de Droit come ceo*, &c. levied in Purſuance thereof, convey and aſſure the ſaid Meſſuage, Cottages, Lands and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Guy Glynne*, his Heirs and Aſſigns for ever.

That the former Owner was ſeiſed of other Lands chargeable with the Fee-Farm Rent, and conveyed them ſubject to the Rent, and the Grantee covenanted to indemnify the other Premiſſes.

And whereas the ſaid *Mark Mills* being in his Life-time ſeiſed of other Lands in *Ort* aforeſaid, chargeable with the Payment of the ſaid Fee-Farm Rent of 8 *l.* 10 *s.* did by good Conveyance and Aſſurance in the Law grant and convey the ſame unto *Henry Hulſe*, Citizen and Upholder of *London*, and his Heirs, ſubject to the Payment of the ſaid Rent iſſuing thereout, as well as out of the ſaid Meſſuage, Cottages, Lands and Premiſſes before mentioned, in which laſt mentioned Conveyance the ſaid *Henry Hulſe* did covenant with the ſaid *Mark Mills* to ſave harmleſs the ſaid Meſſuage or Inn, Cottages, Lands and Premiſſes ſo demiſed by the ſaid firſt recited Indenture as aforeſaid, of and from the Payment of the ſaid yearly Rent of 8 *l.* 10 *s.* and of and from all Seiſures, Diſtreſſes and Damages whatſoever by reaſon of the Nonpayment thereof.

And by his Will deviſed the laſt granted Premiſſes,

And whereas the ſaid *Henry Hulſe* by his laſt Will in Writing dated the fifth of *July* 1689. did give and deviſe all thoſe his three Brick Meſſuages or Tenements, with their Appurtenances in *Irrill* in the Pariſh of *Hetton* in the ſaid County of *Pembroke*, then in the ſeveral Tenures or Occupations of *Lambert Lant*, *Mark Moor* and *Nahum North*, and others the then Tenants to the ſame, and all other his Meſſuages, Tenements or Warehouſes in *Irril* aforeſaid, unto his Wife *Deborah*, till his Son *Owen Hulſe* ſhould have attained his Age of twenty-one Years, and then he deviſed the ſame Meſſuages, or Tenements and Premiſſes unto his ſaid Son *Owen Hulſe*, his Heirs and Aſſigns for ever.

declaring that a particular Meſſuage ſhould be charged with the Rent.

And whereas the ſaid *Henry Hulſe* did by his ſaid Will declare, that his Mind and Will was, that the *Lamb* Alehouſe, one of the ſaid three Meſſuages, ſhould be and remain chargeable with the Payment of the yearly Rent-charge or Sum of 8 *l.* 10 *s.* being the like Sum of 8 *l.* 10 *s.* for a Quit-Rent charged upon the Lands and Grounds in the Pariſh of *Ort* in the County of *Pembroke*, to be from Time to Time paid to ſuch Perſon or Perſons as the ſame ſhould become due unto, with Power and Authority from Time to Time when and as often as Default ſhould be made of or in Payment of the ſaid yearly Rent-charge of 8 *l.* 10 *s.* or any Part thereof, by the Space of twenty-one Days next after any of the Feaſt-Days whereon the ſame was payable, into and upon the ſaid *Lamb* Alehouſe and Premiſſes, or any Part thereof, in the Name of the Whole wholly to enter, and to receive and take the Rents and Profits thereof, until thereby or otherwiſe the ſaid Rent-Charge and all Arrears thereof, and all Coſts, Damages and Charges to be ſuſtained by reaſon of the Nonpayment of the ſame ſhould be fully ſatisfied and paid.

Another Deviſe of the latter Premiſſes recited.

And whereas the ſaid *Owen Hulſe* by his Will in Writing dated the ſecond of *June* 1698. did give and bequeath all the ſaid Meſſuages in *Irril* aforeſaid unto *Peter Hulſe* of *London*, Gent. by the Name of his Kinſman *Peter Hulſe*, and his Heirs for ever, to his and their Uſe; as by the ſaid ſeveral recited Indentures,

Deed Poll and laſt Will, Relation being thereunto reſpectively had, may more at large appear. And whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe bearing Date the fourth Day of *Auguſt* 1703. and made or mentioned to be made between the ſaid *Peter Hulſe* of the one Part, and the ſaid *Guy Glynne* and *Deborah Mills* of the other Part, reciting to the Effect as is herein before recited, and that the ſaid *Deborah Hulſe* and *Owen Hulſe* were both dead, he the ſaid *Peter*, for the indemnifying and ſaving harmleſs the ſaid Meſſuage or Inn, Cottages, Lands and Premiſſes in *Ort* aforeſaid, of and from the ſaid yearly Rent-charge of 8 *l.* 10 *s.* and all Seiſures and Diſtreſſes for or by reaſon of the Nonpayment thereof, and for other the Conſiderations in the ſame Indentures mentioned, did grant and releaſe unto the ſaid *Guy Glynne* and *Deborah Mills* and their Heirs, all that Brick Meſſuage or Tenement ſituate and being in *Irril* aforeſaid, then in the Tenure or Occupation of *Ralph Rich*, his Undertenants or Aſſigns, under the yearly Rent of 25 *l.* commonly called or known by the Name or Sign of the *Lamb*, and all Cellars, Sollars, Rooms, Chambers, Ways, Paſſages, Waters, Watercourſes, Lights, Eaſements, Profits, Commodities and Appurtenances to the ſame Meſſuage belonging or appertaining, which ſaid Meſſuage mentioned to be hereby granted is one of the ſaid three Meſſuages given to the ſaid *Peter Hulſe* and his Heirs by the ſaid *Owen Hulſe* by his ſaid Will, and is the ſame Meſſuage charged by the ſaid *Henry Hulſe* with the Payment of the ſaid 8 *l.* 10 *s.* by his ſaid Will, together with all Benefit of Entry and Diſtreſs, or otherwiſe, for Recovery of the ſaid yearly Rent of 8 *l.* 10 *s.* in caſe Default ſhall be made at any Time by the ſaid *Peter Hulſe*, his Heirs or Aſſigns, or any others claiming under him or them, as by the ſaid Will of the ſaid *Henry Hulſe* is provided; To hold the ſaid Meſſuage or Tenement thereby granted, with the Appurtenances, unto and to the Uſe of the ſaid *Guy Glynne* and *Deborah Mills*, their Heirs and Aſſigns for ever, equally to be divided between them, to take as Tenants in Common, and not as Jointenants; but in Truſt nevertheleſs, that if the ſaid *Peter Hulſe*, his Heirs or Aſſigns, did and ſhould from Time to Time, and at all Times for ever then after, well and truly pay, or cauſe to be paid, the ſaid yearly Rent-charge or Fee-Farm Rent of 8 *l.* 10 *s.* iſſuing out of the ſaid Meſſuage or Inn, Cottages, Lands and Hereditaments in the Pariſh of *Ort* aforeſaid, to ſuch Perſon and Perſons as the ſame ſhould from Time to Time and at all Times for ever then after become due and payable, and ſave harmleſs and keep indemnified the ſame Meſſuage, Lands and Premiſſes in *Ort* aforeſaid, from all Seiſures and Diſtreſſes by reaſon of the Nonpayment thereof, or of any Part thereof, that the ſaid *Guy Glynne* and *Deborah Mills*, and their Heirs and Aſſigns, ſhould permit and ſuffer the ſaid *Peter Hulſe*, his Heirs and Aſſigns, (ſubject to the Payment of the ſaid yearly Rent-charge or Fee-Farm Rent of 8 *l.* 10 *s.* in Manner aforeſaid) to receive and take the Rents and Profits of the ſaid Meſſuage or Tenement thereby conveyed, without the Let or Interruption of the ſaid *Guy Glynne* and *Deborah Mills*, or either of them, their or either of their Heirs or Aſſigns. In which ſaid Indenture of Releaſe of the fourth of *Auguſt* 1703. is contained a Proviſo to the Effect following; (that is to ſay) That in caſe the ſaid *Peter Hulſe*, his Heirs or Aſſigns, ſhould make Default in Payment of the ſaid yearly Rent-charge or Fee-Farm Rent of 8 *l.* 10 *s.* to ſuch Perſon or Perſons as then was or ſhould be intitled to receive the ſame, then in ſuch Caſe, as often as any ſuch Default ſhould happen, it ſhould be lawful to and for the ſaid *Guy Glynne* and *Deborah Mills*, and each of them, their and each of their Heirs and Aſſigns, peaceably and quietly to enter into, have, hold and enjoy the ſaid Meſſuage or Tenement thereby conveyed, with the Appurtenances, and to receive the Rents and Profits thereof until the ſaid *Guy Glynne* and *Deborah Mills*, and each of them, their and each of their Heirs, Executors, Adminiſtrators and Aſſigns, ſhould be thereby or otherwiſe fully paid and ſatisfied the ſaid yearly Rent-charge or Fee-Farm Rent of 8 *l.* 10 *s.* and all Arrears, and all Coſts, Damages, Charges and Expences to be by them the ſaid *Guy Glynne* and *Deborah Mills*, or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, ſuſtained or paid by reaſon of the Nonpayment the ſame Rent-charge by the ſaid *Peter Hulſe* his Heirs or Aſſigns, at all Times for ever then after as often as any ſuch Default ſhould happen: And the ſaid *Peter Hulſe* did thereby

And a Conveyance by the laſt Deviſee, of the Meſſuage to the Purchaſor of the former Premiſſes, to indemnify them againſt the Rent.

The Reſidue of the Profits of the Meſſuage to this Grantor.

thereby appoint the ſaid *Ralph Rich*, then Tenant to the ſaid Meſſuage thereby conveyed, and all other Perſons which ſhould at any Time for ever then after dwell and inhabit therein, to pay the ſaid yearly Rent-charge at all Times for ever then after to ſuch Perſon and Perſons, and his and their Heirs, Executors, and Adminiſtrators, as ſhould be legally intitled to receive the ſame, which ſhould always be allowed a good Payment for ſo much of the Rent as ſhould be due for the ſaid Meſſuage thereby conveyed from all ſuch Perſons as ſhould dwell therein; as by the ſaid recited Indentures of Leaſe and Releaſe, Relation being thereunto reſpectively had, may (among other Covenants and Agreements therein contained) more fully and at large appear. And whereas the ſaid *Lionel Lucy* hath lately contracted and agreed with the ſaid *Alfred Alkin*, Party hereunto, for the abſolute Purchaſe (among other Lands and Hereditaments) of the ſaid three Acres of Meadow Ground lying near *Alton* aforeſaid, and the ſaid [*Here the Reſt of the Parcels*] *Ort* aforeſaid, for the Sum of 480 *l.* of lawful Money of *Great Britain*, all which ſaid Meadow Grounds, Hereditaments and Premiſſes laſt mentioned, are in Purſuance of the ſaid recited Agreement, and in Conſideration of the ſaid Sum of 480 *l.* and for other Conſiderations mentioned in and by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being tripartite, bearing even Date herewith, and made or mentioned to be made between the ſaid *Alfred Alkin*, Party hereunto, of the firſt Part, *Saul Strut* and *Titus Treby* both of *Uns* in the County of *Warwick*, Gent. of the ſecond Part, and the ſaid *Lionel Lucy* of the third Part, (among other Lands and Hereditaments) granted and conveyed unto and to the Uſe of the ſaid *Saul Strut* and *Titus Treby*, their Heirs and Aſſigns, in Truſt for the ſaid *Lionel Lucy*, his Heirs and Aſſigns for ever. Now this Indenture witneſſeth, That for the indemnifying and ſaving harmleſs the ſaid *Lionel Lucy*, his Heirs and Aſſigns, and the ſaid Meadow Grounds, Hereditaments and Premiſſes ſo conveyed and aſſured, in Truſt for the ſaid *Lionel Lucy*, his Heirs and Aſſigns as aforeſaid, and alſo the ſaid Meſſuage or Inn, Cottages, and other the Premiſſes in *Ort* aforeſaid, of and from the ſaid yearly Rent-charge or Fee-Farm Rent of 8 *l.* 10 *s.* and every Part thereof, and all Seiſures, Entries and Diſtreſſes for or by reaſon of the Nonpayment thereof, or of any Part thereof, and for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to the ſaid *Alfred Alkin*, Party hereunto, in Hand paid by the ſaid *Lionel Lucy* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Alfred Alkin*, Party hereunto, hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Lionel Lucy*, his Heirs and Aſſigns, all his the ſaid *Alfred Alkin*'s full and undivided Moiety or Half-Part (the Whole in two equal Parts to be divided) of and in the ſaid Brick Meſſuage or Tenement in *Irril* aforeſaid, commonly called or known by the Name or Sign of the *Lamb*, with the Appurtenances, and of and in all and ſingular other the Hereditaments and Premiſſes in and by the ſaid recited Indentures of Leaſe and Releaſe of the third and fourth of *Auguſt* 1703. granted and conveyed, or mentioned or intended to be as aforeſaid, with their and every of their Appurtenances, (all which ſaid Moiety or Half-Part of the ſaid Meſſuage or Tenements, Hereditaments, and other the Premiſſes mentioned or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Lionel Lucy*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Alfred Alkin* Party hereunto, for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Lionel Lucy*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever both in Law and Equity of him the ſaid *Alfred Alkin* Party hereunto, of, in, to or out of the ſame Moiety, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, together with all Benefit of Entry and Diſtreſs, and all other Remedies whatſoever for Recovery of the ſaid yearly or Fee-Farm Rent of 8 *l.* 10 *s.* and every or any Part thereof, when and ſo often as Default ſhall happen to be made of or in Payment of the ſame, or any Part

An Agreement recited for the abſolute Purchaſe of Part of the former Premiſſes, and a Conveyance accordingly to Truſtees for the now Purchaſor.

Grant, &c. to the now Purchaſor, &c. of the Moiety of the Meſſuage, &c. to indemnify the now Purchaſor, &c. from the Rent.

thereof, by the ſaid *Peter Hulſe*, his Heirs or Aſſigns, as by the ſaid Will of the ſaid *Henry Hulſe* is provided and directed; To have and to hold the ſaid Moiety or Half Part of the ſaid Meſſuage, or Tenement and Premiſſes mentioned or intended to be hereby granted and releaſed, with the Appurtenances, unto the ſaid *Lionel Lucy*, his Heirs and Aſſigns, to and for the Uſe and Behoof of him the ſaid *Lionel Lucy*, and of his Heirs and Aſſigns for ever, in Truſt nevertheleſs as well for the indemnifying and ſaving harmleſs the ſaid *Lionel Lucy*, his Heirs and Aſſigns, and the ſaid Meadow Ground, Hereditaments and Premiſſes ſo by him purchaſed as aforeſaid, as alſo the ſaid Inn, Cottages, and other the Premiſſes in *Ort*, of and from the ſaid yearly Rent-charge or Sum of 8*l.* 10*s.* and all Seiſures, Diſtreſſes, and other Troubles, Charges, Damages and Expences to be occaſioned by Nonpayment thereof by the ſaid *Peter Hulſe*, his Heirs or Aſſigns, in Manner aforeſaid, and ſubject thereto, then to, for and upon ſuch other Truſts, Intents and Purpoſes, and under and ſubject to ſuch Covenants, Proviſoes and Agreements as in the ſaid Indenture of Releaſe of the fourth of *Auguſt* 1703 are mentioned, expreſſed and declared of and concerning the Premiſſes mentioned or intended to be thereby granted and releaſed. And the ſaid *Alfred Alkin* Party hereunto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Lionel Lucy*, his Heirs and Aſſigns, in Manner following; (that is to ſay) That he the ſaid *Alfred Alkin* Party hereunto, hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes, mentioned or intended to be hereby granted and releaſed, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. And further, that he the ſaid *Alfred Alkin* Party hereunto, and his Heirs, and all other Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt in Law or Equity, of, in, to or out of the ſaid hereby granted and releaſed Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, or from, by or under the ſaid *Flavia Alkin* and *Guy Glynne*, or either of them, ſhall and will at any Time hereafter during the Space of ten Years next enſuing the Date hereof, at the Requeſt, Coſts and Charges of the ſaid *Lionel Lucy*, his Heirs or Aſſigns, make, do and execute, or cauſe to be made, done and executed, any further or other lawful and reaſonable Acts, Deeds or Things, for the better, more perfect and abſolute Conveying and Aſſuring of the ſaid Moiety of the ſaid Meſſuage, Hereditaments, and other the Premiſſes mentioned or intended to be hereby releaſed, with their Appurtenances, unto and to the Uſe of the ſaid *Lionel Lucy*, his Heirs or Aſſigns, as by the ſaid *Lionel Lucy*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

and upon other Truſts.

Covenant that the Grantor hath not done any Thing to releaſe or incumber.

And to make further Aſſurances.

A Conveyance of Wood and Wood-grounds by Truſtees under a Will deviſing the Lands to be ſold for certain Purpoſes. Two Wills, a Decree in Chancery, and ſeveral Reports and Orders are recited; as alſo a Mortgage for Years. The Aſſignee of the Mortgage (being now paid) aſſigns her Mortgage to a Truſtee for the Purchaſor; the Conveyance is by Bargain, &c. *inrolled, and Leaſe and Releaſe, (this being the Releaſe) and the Heir at Law joins in the Conveyance.* N°. 11.

THIS Indenture quinquepartite, made the twenty-eighth Day of *February* *Anno Domini* 1731, and in the fifth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *&c.* be-

The Parties. tween *Arthur Alkin* of the City of *London*, Eſq; and *Benedict Bray* of the City of *London* aforeſaid, ſurviving Truſtees named in the Laſt Will and Teſtament of *Cyril Cater* of *London* aforeſaid, Eſq; deceaſed, as to the Wood, Wood-grounds and Hereditaments herein after mentioned to be hereby granted and releaſed (amongſt other Wood-grounds and Hereditaments) of the firſt Part, *David Cater* of *Etton* in the County of *Flint*, Eſq; who was Brother of *Gregory Cater* of the ſame Place, Eſq; deceaſed, and Deviſee named in his Laſt Will and Teſtament of all his real Eſtate, which ſaid *Gregory Cater* was eldeſt Son and Heir of the ſaid *Cyril Cater*, of the ſecond Part, *Harriot Harris* of the City of *Weſtminſter* in the County of *Middleſex*, Spinſter, of the third Part, *Joſeph Jones* of *Knowt* in the County of *Leiceſter*, Eſq; of the fourth Part, and *Martin Moor* of *Newd* in the County of *Oxon*, Eſq; of the fifth Part. Whereas by Indenture bearing Date on or about the twelfth Day of *May* which was in the Year of our Lord 1720, and made or mentioned to be made between the ſaid *Cyril Cater*, Eſq; of the one Part, and *Owen Oldys* of the Pariſh of *Pule* in the County of *Rutland*, Gent. of the other Part, for the Conſiderations therein mentioned, the ſaid *Cyril Cater* did demiſe and grant unto the ſaid *Owen Oldys (inter alia)* the Woods, Wood-grounds, and the Soil thereof, Lands and Hereditaments in *Sans* in the County of *Oxon* herein after mentioned to be hereby aſſigned; To hold unto the ſaid *Owen Oldys*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date thereof for the Term of five hundred Years, without Impeachment of Waſte, ſubject to a Proviſo for Redemption on Payment by the ſaid *Cyril Cater*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Owen Oldys*, his Executors, Adminiſtrators or Aſſigns, of the Sum of 4000 *l.* Principal Money, and Intereſt for the ſame, in ſuch Manner and at ſuch Times as are therein mentioned for that Purpoſe, and which are long ſince paſt. And whereas by divers good and ſufficient meſne Aſſignments and Aſſurances in the Law, and particularly by a certain Indenture of Aſſignment bearing Date on or about the twentieth Day of *February* 1725, and made or mentioned to be made between *Thomas Tall* of the *Inner-Temple*, *London*, Eſq; of the one Part, and the ſaid *Harriot Harris*, by the Name of *Harriot Harris*, Daughter of *Vincent Harris* deceaſed, by *Winifred* his Wife, of the other Part; the ſaid Woods, Wood-grounds, and the Soil thereof, Lands and Hereditaments in *Sans* aforeſaid, were aſſigned unto the ſaid *Harriot Harris*, her Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of five hundred Years by way of Mortgage, ſubject to Redemption on Payment to her or them of the Sum of 3000 *l.* Principal Money, and Intereſt for the ſame, in Manner therein mentioned or referred to for that Purpoſe. And whereas the ſaid *Cyril Cater* in and by his Laſt Will and Teſtament in Writing by him duly executed, bearing Date on or about the twenty-eighth Day of *March* which was in the Year of our Lord 1726, therein reciting that he had upon the Marriage of the ſaid *Gregory Cater* his Son ſettled *(inter alia)* the Manor of *Sans* aforeſaid, (except his Wood and Woodlands there) as in the ſaid Settlement was expreſſed, did give all his perſonal Eſtate (except as therein is mentioned) to the ſaid *Gregory Cater*, *Arthur Alkin*, *Benedict Bray*, and *Xerxes Xoll*, Eſq; (ſince deceaſed) and to the Survivors and Survivor of them, and the Heirs and Aſſigns of ſuch Survivor of them; and did alſo give unto them in Manner aforeſaid *(inter alia)* all his Woods of *Sans*, and the Soil thereof, and all other his Eſtates in Fee-ſimple in *England* whereof he had Power to diſpoſe, in Truſt that out of his perſonal Eſtate, and by ſelling, mortgaging or leaſing his real Eſtate and Leaſes, or Part thereof, or by Sale of the ſaid Woods of *Sans*, or ſuch Part thereof as they or the major Part of them ſhould think proper, they ſhould pay all his Debts which ſhould be due at his Death, and the Intereſt due or to grow due for the ſame, and ſhould likewiſe with all convenient Speed levy and raiſe the Sum of 4000 *l.* Sterling, upon Truſt to be laid out and diſpoſed of for the Benefit of the ſaid *David Cater* his ſecond Son in Manner therein expreſſed concerning the ſame, and ſhould alſo raiſe and pay ſuch other Sums of Money for the Benefit of his four other younger Sons in ſuch Manner as is therein mentioned; and did will that the Surpluſage of his Truſt-Eſtate real and perſonal (after the Truſts performed) ſhould go to the ſaid *Gregory Cater*, his Heirs, Executors and Adminiſtrators, and did make the ſaid *Gregory Cater* ſole Executor of his ſaid Will. And whereas the ſaid *Gregory Cater* did in and by his Laſt Will and

A Mortgage for Years recited,

and an Aſſignment thereof,

and the Will of the former Owner of the Eſtate,

deviſing his Lands, &c. to Truſtees

to pay Debts,

and raiſe a Sum to be laid out for the Benefit of his ſecond Son and other younger Sons;

the Reſidue to his eldeſt Son, and making him Executor.

and Teſtament in Writing by him duly executed, bearing Date on or about the twenty-ninth Day of *Auguſt* which was in the Year of our Lord 1726, give unto the ſaid *David Cater* (in Caſe of Failure of Iſſue Male of his own Body) all his Meſſuages, Lands, Tenements and Hereditaments whatſoever in *England* and *Ireland*, whereof he was ſeiſed in Fee-ſimple, and had Power to diſpoſe of; To hold to him and his Aſſigns during his Life, with Remainders over, and did conſtitute the ſaid *David Cater* ſole Executor of his ſaid Will. And whereas by a Decree or Decretal Order made and pronounced in the High Court of Chancery on or about the twelfth Day of *June* laſt paſt before the Date hereof, in a Cauſe then and there depending between the ſaid *Arthur Alkin* and *Benedict Bray*, Plaintiffs, and the ſaid *David Cater* and *Harriot Harris*, and *Zara Cater* an Infant, only Child and Heir of the ſaid *Gregory Cater* by her Guardian, Defendants, it was declared, that the Wills of the ſaid *Cyril Cater* and *Gregory Cater* were well proved; and it was ordered, that Maſter *Allen*, one of the Maſters of the ſaid Court, ſhould take an Account of the Debts and Legacies of the ſaid *Cyril Cater*, and certify what was due for the ſame reſpectively, and ſhould compute Intereſt for the Legacies given to his Children in Manner therein expreſſed: And it was further ordered and decreed, that the ſaid Woods and Wood-grounds ſhould be ſold to the beſt Purchaſor or Purchaſors that could be got for the ſame, with the Approbation of the ſaid Maſter, wherein all proper Parties were to join, as the ſaid Maſter ſhould direct, and out of the Monies ariſing thereby the Creditors and Legatees were to be paid what ſhould be reported due to them reſpectively, as the ſaid Maſter ſhould direct; but the ſaid Defendant *Harris* the Mortgagee conſenting to the ſaid Sale, ſhe was in the firſt Place to be paid out of the Money ariſing thereby what ſhould be reported due to her, and out of the Purchaſe-Money the Legacy of 4000 *l.* given to the ſaid *David Cater* was to be placed out at Intereſt, with the Maſter's Approbation, in the Name of the Plaintiffs the Truſtees, they declaring the Truſts, ſubject to the Uſes in the Will of the ſaid *Cyril Cater* touching the ſame; and the Surplus of the Money ariſing by the ſaid Sale, after Payment of the ſaid Debts and Legacies, was to be paid to the Defendant *David Cater*, and if he had paid any Monies in Diſcharge or on Account of any of the Debts of the ſaid *Cyril Cater*, he was to ſtand in the Place of ſuch Creditors to receive a Satisfaction out of the Purchaſe-Money, and all Parties were to have their Coſts out of the Purchaſe-Money, and the Plaintiffs the Truſtees were to be indemnified for what they ſhould do in Purſuance of the ſaid Decree. And whereas the ſaid Maſter by his Report, bearing Date on or about the ſixteenth Day of *September* now laſt paſt, made in the ſaid Cauſe, purſuant to the ſaid Decree, did certify and allow the ſaid *Joſeph Jones* to be the beſt Purchaſor of the ſaid Woods, Wood-grounds and Hereditaments herein after mentioned to be hereby granted and releaſed (being Parcel of the ſaid Woods and Wood-grounds compriſed in the ſaid recited Security to the ſaid *Harriot Harris)* for the Sum or Price of 18900 *l.* he having a good Title made thereto, which ſaid Report, by another Order of the ſaid Court, made in the ſaid Cauſe on or about the ſeventh Day of *November* now laſt paſt was confirmed and made abſolute. And whereas by a ſubſequent Order of the ſaid Court, made in the ſaid Cauſe on or about the eighteenth Day of *December* now laſt paſt, it was ordered, that the ſaid *Joſeph Jones* ſhould pay his Purchaſe-Money into the Bank in the Name of the Accountant General of the ſaid Court, to be placed to the Account of the ſaid Cauſe, and that thereupon the ſaid *Joſeph Jones* ſhould be in no wiſe anſwerable for the Application of his ſaid Purchaſe Money. And whereas the ſaid Maſter, by another Report dated on or about the twelfth Day of this Inſtant Month of *February* made in the ſaid Cauſe, purſuant to the ſaid Decree, did certify that there was due to the ſaid *Harriot Harris* for Principal, Intereſt and Coſts on her ſaid recited Security the Sum of 3335 *l.* 12 *s.* which he directed to be paid to her upon her executing an Aſſignment of her ſaid recited Security; and did thereby alſo certify, that there was due to the ſaid Defendant *David Cater*, for Money paid by him to the ſaid Defendant *Harris* on Account of her ſaid Mortgage, the Sum of 688 *l.* 16 *s.* 4 *d.* And whereas by a ſubſequent Order of the ſaid Court, made in the ſaid Cauſe on or about the ſeventeenth Day of this Inſtant Month of *February*, it was ordered, that the ſaid *Joſeph Jones* ſhould in the firſt Place out of his Purchaſe-Money pay the ſaid Defendant

Recital of the Will of that eldeſt Son, in Favour of his next Brother (the ſecond Son above) as to his Lands for Life, and making him Executor.

A Decree in Chancery recited,

and the Parties,

and the Decretal Order,

whereby Wood-grounds were to be ſold

to pay Creditors and Legatees, and the Mortgagee in the firſt Place, &c.

the Legacy to the ſecond Son to be put at Intereſt,

and Direction as to the Surplus;

the Truſtees to be indemnified.

The Maſter's Report recited of the now Grantee, &c. as the beſt Purchaſor of Part of the mortgaged Wood-grounds, at a certain Sum,

and the Report made abſolute.

Another Order recited, whereby the Vendee was to pay the Purchaſe-Money into the Bank, &c. and not to be anſwerable for the Application thereof.

Another Report recited, certifying the State of the Account;

and another Order for the Vendee to pay the Money in this latter Report, and

Defendant *Harris* the ſaid 3335*l.* 12*s.* reported due to her as aforeſaid, and ſhould alſo pay the Defendant *David Cater* the ſaid 688*l.* 16*s.* 4*d.* reported due to him as aforeſaid, and that the Reſidue of the ſaid 18900*l.* Purchaſe-Money (being 14885*l.* 11*s.* 8*d.*) ſhould be paid into the Bank, purſuant to the ſaid former Order; as by the ſaid ſeveral recited Indentures, Orders and Reports, Relation being thereunto reſpectively had, may more fully and at large appear. And whereas the ſaid *Joſeph Jones*, with the Privity and Conſent of the ſaid *Arthur Alkin*, *Benedict Bray*, and *David Cater*, (teſtified by their being Parties to and executing theſe Preſents) hath paid unto the ſaid *Harriot Harris* at or before the Enſealing and Delivery of theſe Preſents the ſaid Sum of 3335*l.* 12*s.* of lawful Money of *Great Britain*, ſo reported due to her as aforeſaid, (in Part of the ſaid 18900*l.* Purchaſe-Money) which is in full Diſcharge of all Principal Monies and Intereſt now due and owing to her on the ſaid recited Securities; and hath alſo paid unto the ſaid *David Cater* the ſaid Sum of 688*l.* 16*s.* 4*d.* of like Money, ſo reported due to him as aforeſaid, (being other Part of the ſaid 18900*l.* Purchaſe-Money) the Receipts and Payments of which ſaid two ſeveral Sums of 3335*l.* 12*s.* and 688*l.* 16*s.* 4*d.* accordingly they the ſaid *Harriot Harris* and *David Cater* do hereby reſpectively own and acknowledge, and thereof and of every Part thereof do reſpectively acquit, releaſe and diſcharge the ſaid *Joſeph Jones*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents. And whereas the ſaid *Joſeph Jones*, in Purſuance of the ſaid laſt recited Order, and by and with the like Privity and Conſent (teſtified as aforeſaid) hath alſo paid the ſaid further Sum of 14885*l.* 11*s.* 8*d.* of like Money, being the Reſidue of the ſaid 18900*l.* Purchaſe-Money into the ſaid Bank of *England*, which hath been placed (in the Books kept there for the Suitors of the ſaid Court of Chancery) unto the Account of *Mark Thurſton*, Eſq; Accountant General of the ſaid Court, and to the Credit of the aforeſaid Cauſe; as by a Receipt or Certificate under the Hand of *Noah Nun*, one of the Caſhiers of the ſaid Bank of *England*, bearing Date the twelfth Day of this Inſtant Month of *February*, and a Certificate of the ſame Date under the Hand of the ſaid *Mark Thurſton*, and both duly filed in the Regiſter-Office of the ſaid Court of Chancery, Relation being thereunto reſpectively had, may appear. Now this Indenture witneſſeth, That for and in Conſideration of the ſaid three ſeveral Sums of 3335*l.* 12*s.* 668*l.* 16*s.* 4*d.* and 14885*l.* 11*s.* 8*d.* (making together the ſaid whole Sum of 18900*l.* Purchaſe-Money) ſo paid by the ſaid *Joſeph Jones* as aforeſaid, the Payment whereof accordingly they the ſaid *Arthur Alkin*, *Benedict Bray*, and *David Cater* do hereby own and acknowledge, (which ſaid Sum of 18900*l.* is the ſame ſum of 18900*l.* mentioned to be the Conſideration Money of one Indenture tripartite, bearing even Date herewith, and made or mentioned to be made between the ſaid *Arthur Alkin* and *Benedict Bray* of the firſt Part, the ſaid *David Cater* of the ſecond Part, and the ſaid *Joſeph Jones* of the third Part, and intended to be inrolled in the High Court of Chancery, purporting a Bargain and Sale of the ſaid purchaſed Woods, Wood-grounds and Hereditaments, unto and to the Uſe of the ſaid *Joſeph Jones*, his Heirs and Aſſigns) and in Purſuance of and Obedience to the ſaid firſt recited Order or Decree, and alſo for and in Conſideration of the Sum of 10*s.* of like Money to the ſaid *Arthur Alkin*, *Benedict Bray*, and *David Cater*, in Hand paid by the ſaid *Joſeph Jones* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Arthur Alkin* and *Benedict Bray*, at the Requeſt, and by the Direction and Appointment of the ſaid *David Cater*, teſtified by his being a Party to and executing theſe Preſents; and alſo the ſaid *David Cater* have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Joſeph Jones*, his Heirs and Aſſigns, all that great Wood or Wood-grounds, and the Soil thereof in *Sans* aforeſaid, commonly called *Xandale Wood*, with the Ridings therein or belonging to the ſame, containing by Eſtimation ſeven Hundred Acres of Soil, be the ſame more or leſs; and all Timber-Trees and Wood growing or to grow, or now being thereupon, or upon any Part thereof, or in any of the Hedges or Hedge-Rows incloſing the ſame, or any Part thereof, with the Appurtenances, (being Parcel, or late Parcel of the ſaid Manor

the Reſidue of the Purchaſe-Money into the Bank,

and that the Vendee has now paid the Mortgagee, &c.

and other Money to the now Vendor,

and the Reſidue into the Bank, with Conſent, &c.

The Conſideration.

Reference to a Deed of Bargain, &c. of this Date to be inrolled,

and in Purſuance of the Decree, &c.

The Truſtees, by Appointment of the now Owner, and he alſo, grant Releaſe, &c.

The Parcels.

Manor of *Sans)*; and alſo free Ingreſs, Egreſs and Regreſs, Ways, Way-leaves, Paths, Paſſages and Liberties at all Times of the Year, for all and all Manner of Servants, Chapmen, Workmen, Carts, Horſes and Carriages whatſoever to and from the ſaid hereby granted Wood or Wood-grounds, in and by and through any other Grounds now or late belonging to the ſaid Manor of *Sans*, as fully and freely as the ſame now are, or at any Time or Times heretofore have been uſed, taken or enjoyed, or as they the ſaid *Arthur Alkin*, *Benedict Bray* and *David Cater*, or any of them, have Power to grant the ſame, (all which ſaid Wood, Wood-grounds, Hereditaments and Premiſſes herein before mentioned, and intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Joſeph Jones*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Arthur Alkin*, *Benedict Bray* and *David Cater*, in Conſideration of 5 *s.* to them paid by the ſaid *Joſeph Jones*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, Profits, and Produce thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſ ever, both at Law and in Equity, of them the ſaid *Arthur Alkin*, *Benedict Bray* and *David Cater*, and of each and every or any of them, of, in, to or out of the ſaid Wood, Wood-grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, every or any of them, or any Part or Parcel thereof, and all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes only, or only any Part thereof, which they the ſaid *Arthur Alkin*, *Benedict Bray* and *David Cater*, or any of them, now have or hath in their or any of their Cuſtodies, or can come by without Suit in Law, together with true Copies of all ſuch other Deeds, Evidences and Writings as concern the ſame Premiſſes jointly and together with any other Lands and Hereditaments; ſuch Copies to be written and taken out at the proper Coſts and Charges of the ſaid *Joſeph Jones*, his Heirs or Aſſigns; To have and to hold the ſaid Wood, Wood-grounds, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Joſeph Jones*, his Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of the ſaid *Joſeph Jones*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Arthur Alkin* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Joſeph Jones*, his Heirs and Aſſigns, that he the ſaid *Arthur Alkin* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Wood, Wood-grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever, [The like Covenant from *Benedict Bray mutatis mutandis.*] And the ſaid *David Cater* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Joſeph Jones*, his Heirs and Aſſigns, in Manner and Form following; that is to ſay, that the ſaid great Wood or Wood-grounds hereby, or intended to be hereby granted and releaſed, doth contain ſix Hundred Acres of Wood at the leaſt; and alſo that for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid *David Cater*, or the ſaid *Gregory Cater* and *Cyril Cater* deceaſed, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary, they the ſaid *Arthur Alkin*, *Benedict Bray* and *David Cater*, ſome or one of them, now have or hath in themſelves, ſome or one of them, good Right, full Power, and lawful and abſolute Authority to grant, releaſe and convey the ſaid Wood, Wood-grounds, Hereditaments and Premiſſes herein before mentioned, or intended to be hereby granted and releaſed, with their Appurtenances, unto and to the Uſe of the ſaid *Joſeph Jones*, his Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents, (except as is herein after excepted) and alſo that it ſhall and may be lawful to and for the ſaid *Joſeph Jones*, his Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy,

General Words for Ingreſs, &c.

Bargain for a Year mentioned.

General Words.

Deeds and Copies, &c.

Habendum to the Vendee in Fee.

One of the Truſtees covenants that he has not done any Thing to incumber.

The like from the other Truſtee.

The Owner covenants as to Quantity,

and that neither he nor his Father or Brother have incumbred,

but that he or his Truſtees have Power to ſell.

And for quiet Enjoyment,

occupy, poſſeſs and enjoy the ſaid Wood, Wood-grounds, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, and to receive and take the Rents, Iſſues, Profits and Produces thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *David Cater*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Wood, Wood-grounds, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under the ſaid *Gregory Cater* and *Cyril Cater*, or either of them, their or either of their Heirs or Aſſigns; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *David Cater*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeitures and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *David Cater*, and the ſaid *Gregory Cater* and *Cyril Cater*, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them, or any of them, (except the ſaid Term of five Hundred Years, as to the ſaid Wood, Wood-grounds, Hereditaments and Premiſſes herein before granted, and releaſed, or mentioned ſo to be, and which Term is herein after aſſigned, or intended to be aſſigned unto the ſaid *Martin Moor*, his Executors, Adminiſtrators and Aſſigns, for all the now Reſidue of the ſame Term, upon the Truſt herein after mentioned concerning the ſame reſpectively. And moreover, that he the ſaid *David Cater* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Wood, Wood-grounds, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby conveyed, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under the ſaid *Gregory Cater* and *Cyril Cater*, or either of them, (except the ſaid *Martin Moor*, his Executors, Adminiſtrators and Aſſigns, for and in Reſpect only of his ſaid excepted Term, Eſtate and Intereſt) ſhall and will at any Time or Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Joſeph Jones*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Wood, Wood-grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with the Appurtenances, unto and to the Uſe of the ſaid *Joſeph Jones*, his Heirs or Aſſigns, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Joſeph Jones*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and his or their Acts and Deeds only, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And this Indenture further witneſſeth, That in Conſideration of the ſaid Sum of 3335 *l.* 12 *s.* ſo paid by the ſaid *Joſeph Jones* to the ſaid *Harriot Harris* as aforeſaid, and in further Purſuance of and Obedience to the ſaid Decree, and alſo for and in Conſideration of the Sum of 10 *s.* of like Money to the ſaid *Harriot Harris* in Hand paid by the ſaid *Martin Moor* at or

free from Incumbrances.

(Exception of a Term which is aſſigned upon Truſts after mentioned).

Covenant for further Aſſurances.

The Mortgagee

before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Harriot Harris*, with the Conſent and Direction of the ſaid *Arthur Alkin*, *Benedict Bray* and *David Cater*, (teſtified as aforeſaid) hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Martin Moor*, his Executors, Adminiſtrators and Aſſigns, all thoſe Woods and Wood-grounds, and the Soil thereof, and Hereditaments in *Sans* aforeſaid, to wit, the ſaid great Wood, commonly called *Xandal Wood*, with the Ridings therein, containing by Eſtimation ſeven hundred Acres, *Yarwood*, containing by Eſtimation ſixteen Acres, and two Woods called *Zoll Woods*, the one containing ſixteen Acres, and the other fourteen Acres, be the ſaid ſeveral Woods, or any of them, more or leſs, and the Fences of the ſame Woods and Wood-grounds, and alſo all the Timber-Trees growing in the ſeveral Cloſes in *Sans* aforeſaid, but not in the Hedge-Rows of the ſaid Cloſes, or within two Yards of the ſame, commonly called the two *Accam Cloſes* in *Bradden* Farm, the two Parcels of Ground or Cloſes called *Cadwell Woods* and *Downhill Cloſe*, or by whatſoever other Name or Names the ſame, or any of them, are commonly called or known, being all Parcel of the Manor of *Sans* in the ſaid County of *Oxon*, and alſo free Ingreſs, Egreſs and Regreſs, at all Times in the Year for all and all Manner of Servants, Chapmen, Workmen, Carts, Horſes and Carriages whatſoever to and from all the ſaid Woods and Wood-grounds, in, by and through any other Grounds belonging to the ſaid Manor of *Sans*, and full and free Liberty at the Will and Pleaſure of the ſaid *Martin Moor*, his Executors, Adminiſtrators and Aſſigns, to cut down, work up and carry away the ſaid Timber-Trees growing in the ſaid Cloſes above mentioned, with Liberty to ſtack the ſame on the Soil of the ſaid Cloſes and Grounds, and if Occaſion be or require, to make and burn the ſame, or any Part or Parts thereof, into Charcoal, and for that Purpoſe to make Pits, and get Sods and Duſt in the ſaid Places, doing as little Damage to the Soil of the ſaid Cloſes thereby as conveniently may be, and alſo Liberty with Servants, Horſes, Carts and Carriages to carry away the ſaid Timber in Trees, or cut into Wares, and alſo the ſaid Charcoal, in, by and through any other Grounds or uſual Ways belonging to the ſaid Manor of *Sans*, and all and ſingular other the Wood-grounds, Timber-Trees, Liberties and Hereditaments which in and by the above mentioned Indenture of Aſſignment of the twentieth Day of *February* 1725. were aſſigned unto the ſaid *Harriot Harris*, her Executors, Adminiſtrators or Aſſigns, or mentioned or intended to be, with their and every of their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever of her the ſaid *Harriot Harris*, of, in, to or out of the ſaid Woods, Wood-grounds, Hereditaments and Premiſſes, every or any Part or Parcel thereof, by Virtue of the ſaid firſt recited Indenture of Demiſe, and the ſeveral meſne Aſſignments thereof, or any of them, or otherwiſe howſoever; To have and to hold the ſaid Woods, Wood-grounds, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their Appurtenances, unto the ſaid *Martin Moor*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of five hundred Years therein, upon the Truſts nevertheleſs, and to and for the Intents and Purpoſes herein after mentioned and expreſſed of and concerning the ſame reſpectively; that is to ſay, as to, for and concerning the ſaid great Wood called *Xandal Wood*, and other the ſaid Hereditaments and Premiſſes purchaſed by and herein before conveyed, or mentioned to be conveyed unto and to the Uſe of the ſaid *Joſeph Jones*, his Heirs and Aſſigns as aforeſaid, with their Appurtenances, in Truſt for the ſaid *Joſeph Jones*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint, and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any ſuch there be) and as to, for and concerning all other the Woods, Wood-grounds, Hereditaments and Premiſſes herein before aſſigned, or mentioned or intended ſo to be, and not purchaſed by and conveyed, or intended to be hereby conveyed unto and to the Uſe of the ſaid *Joſeph Jones*, his Heirs and Aſſigns as aforeſaid, with their Appurtenances, in Truſt to attend, wait upon and go along with the Reverſion, or Remainder

by Conſent, &c.

aſſigns her Term to a Truſtee for the Purchaſor.

The Parcels, the Premiſſes being Part of them.

Ingreſs, &c.

Liberty to make, Charcoal, &c.

General Words.

Habendum to a Truſtee,

as to Part in Truſt for the Purchaſor,

to be diſpoſed of, and in the mean Time to attend the Inheritance,

and as to other Part (not conveyed)

in Truſt to attend the Inheritance.

Remainder and Inheritance of the ſame Woods, Wood-grounds, Hereditaments and Premiſſes, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be, and to be ſubſervient to the Uſes, Truſts and Eſtates thereof declared, limited or deviſed (among other Hereditaments) in and by the ſaid Will of the ſaid *Cyril Cater*. And the ſaid *Harriot Harris* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Martin Moor*, his Executors, Adminiſtrators and Aſſigns, and ſhe the ſaid *Harriot Harris* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Woods, Wood-grounds, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby aſſigned, or any Part thereof, or the ſaid Term of five hundred Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. In witneſs, *&c.*

The Mortgagee covenants that ſhe has not done any Thing to incumber.

N° 12. *A Conveyance of Manors, Lands, yearly Rents, Power to cut Timber, &c. by the Truſtees under a Will and Heir at Law and her Huſband, there being alſo a Decree in Chancery, which with a Report and Order to confirm it is recited; the Huſband of the Heir at Law was to have a Pre-emption. The Conveyance is by Bargain, &c. to be inrolled, and Leaſe and Releaſe, this being the Releaſe. This Deed contains alſo a Sale of Furniture of a Houſe.*

THIS Indenture tripartite, made the ſecond Day of *January Anno Domini* 1730, and in the fourth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King, *&c.* between *Alfred Aſh*, of *Bitton* in the County of *Cardigan*, Eſq; *Duncan Due* of *Enden* in the County of *Flint*, Eſq; and *Guy Gee* of *London*, Eſq; Deviſees in Truſt, named in the laſt Will and Teſtament of *Hugh Gee*, Eſq; deceaſed, as to the Manors, Lands and Hereditaments herein after mentioned, of the firſt Part, *John Jenks* of *London*, Eſq; and *Kezia* his Wife, one of the two Daughters and Coheirs of the ſaid *Hugh Gee*, *Leonora Gee*, Relict of the ſaid *Hugh Gee*, and *Mary Gee*, Spinſter, the other Daughter and Coheir of the ſaid *Hugh Gee*, of the ſecond Part, and *Nahum Norris* of *Orwend* in the County of *Pembroke*, Eſq; of the third Part. Whereas the ſaid *Hugh Gee* in and by his laſt Will and Teſtament, bearing Date on or about the firſt Day of *July* which was in the Year of our Lord 1727, did (amongſt other Deviſes and Bequeſts therein contained) give, deviſe and bequeath unto the ſaid *Alfred Aſh* and the ſaid *Guy Gee*, (by the Name of his Brother *Guy Gee*, Gent.) their Heirs, Executors and Adminiſtrators, all his Manors, Houſes, Lands, Tenements and Hereditaments, with their and every of their Appurtenances in *England*, and alſo all his Plate, Jewels, Houſhold Goods and perſonal Eſtate whatſoever not therein before diſpoſed of, in Truſt that they ſhould ſell and diſpoſe of the ſame, and ſhould lay out, pay and apply the Monies to be raiſed by ſuch Sale or Sales in ſuch Manner and for ſuch Purpoſes as are therein mentioned and expreſſed, and did deſire that the ſaid *John Jenks* might have the Preference in the Purchaſe of any Part of his real and perſonal Eſtate deviſed to be ſold as aforeſaid, and did make and conſtitute the ſaid *Alfred Aſh*, *Duncan Due* and *Guy Gee* Executors in Truſt of his ſaid Will. And whereas by a Decree or Decretal Order made and pronounced in the High Court of Chancery on or about the third Day of *Auguſt* in the third Year of the Reign of his preſent Majeſty *Anno Domini* 1729, in a Cauſe then and there depending between the ſaid *John Jenks* and *Kezia* his Wife, *Ruth Roll* and *Sarah Roll* Infants, by the ſaid *John Jenks* their next Friend, and *Thomas Treby*, Eſq; Plantiffs, and the ſaid *Guy Gee*, *Alfred Aſh*, *Duncan Due*, *Leonora Gee*, and *Mary Gee* then an Infant, by her Guardian, Defendants, ſetting forth (amongſt other Things) the ſaid recited Will, it was *(inter alia)* ordered and decreed, that the Defendants, the Executors and Truſtees, ſhould ſell the real and perſonal Eſtate of the ſaid *Hugh Gee* not ſpecifically deviſed, with the Approbation of Mr. *Elde*, one of the Maſters of the ſaid Court, to the beſt Purchaſor or Purchaſors

The Parties.

A Will recited,

whereby the Brother of one of the Grantors, *&c.* deviſes Lands and perſonal Eſtate to him and others in Truſt to ſell, *&c.* with Preference to the Baron (one of the ſecond Part in this Deed).

A Decree in Chancery recited.

(The Parties in that Cauſe)

The Eſtates decreed to be ſold, *&c.*

chaſors that could be got for the ſame, wherein the Plaintiff the ſaid *John Jenks* was to have the Pre-emption, and ſhould pay and apply the Monies ariſing by ſuch Sale in ſuch Manner and for ſuch Purpoſes as are therein directed. And whereas the ſaid Mr. *Elde*, by his Report bearing Date on or about the twelfth Day of *May* laſt paſt before the Date of theſe Preſents, made in the ſame Cauſe, in Purſuance of the ſaid recited Decree, did certify the ſaid *Nahum Norris* to be the beſt Purchaſor of the Manors, Seat, Capital Manſion-Houſe, Parks, Garden, Lands and Royalties in the County of *Warwick*, and a ſmall Parcel of Land in the County of *York* near *Zen*, late the Eſtate of the ſaid *Hugh Gee*, and mentioned in a Particular left with the ſaid Maſter, together with the Furniture in the ſaid Capital Manſion-Houſe (being the Manors, Meſſuages, Lands, Hereditaments, Furniture and Goods herein after mentioned to be hereby granted, ſold and conveyed) at the Sum or Price of 14150 *l.* which Report, by a ſubſequent Order of the ſaid Court bearing Date on or about the fourth Day of *June* now laſt paſt, made in the ſame Cauſe, ſtands abſolutely ratified and confirmed; as in and by the ſaid recited Will, Decree, Report and Order of Confirmation, Relation being thereunto had, may more fully and at large appear. Now this Indenture witneſſeth, That in Purſuance and Part of Performance of the ſaid recited Will, and in Obedience to the ſaid recited Decree, and for and in Conſideration of the Sum of 14150 *l.* of lawful Money of *Great Britain* by the ſaid *Nahum Norris* to the ſaid *Alfred Aſh*, *Duncan Due* and *Guy Gee*, or ſome or one of them, in Hand paid at or before the Enſealing and Delivery of theſe Preſents, to be by them paid, applied and diſpoſed of according to the Direction and Intention of the ſaid recited Will and Decree, the Receipt and Payment of which ſaid Sum of 14150 *l.* accordingly they the ſaid *Alfred Aſh*, *Duncan Due* and *Guy Gee*, do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Nahum Norris*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, (which ſaid Sum of 14150 *l.* is the ſame Sum of 14150 *l.* mentioned to be the Conſideration Money of one Indenture inrolled or intended to be inrolled in the High Court of Chancery, bearing even Date herewith, and made or mentioned to be made between the ſame Parties as are Parties to theſe Preſents, and purporting a Bargain and Sale of the Manors, Park, Capital Meſſuage, Meſſuages, Lands, Tenements, Rents and Hereditaments herein after mentioned to be hereby granted and releaſed, with their Appurtenances, unto and to the Uſe of the ſaid *Nahum Norris*, his Heirs and Aſſigns) and for and in Conſideration of the Sum of 10*s.* of like lawful Money to the ſaid *John Jenks*, *Leonora Gee* and *Mary Gee*, in Hand paid by the ſaid *Nahum Norris* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Alfred Aſh*, *Duncan Due* and *Guy Gee*, with the Conſent and Approbation, and by the Direction and Appointment of the ſaid *John Jenks* and *Kezia* his Wife, *Leonora Gee* and *Mary Gee* (teſtified by their being Parties to and executing theſe Preſents) and alſo they the ſaid *John Jenks* and *Kezia* his Wife, and *Leonora Gee* and *Mary Gee* have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *John Jenks*, his Heirs and Aſſigns, all that the Manor or Lordſhip of *Alton*, with all and ſingular the Rights, Royalties, Liberties, Privileges, Members and Appurtenances thereof in the ſaid County of *Warwick*, and all that Capital Meſſuage or Manſion-Houſe called *Alton Hall*, ſituate and being within the Park of *Alton* aforeſaid in the ſaid County of *Warwick*, or within the incloſed Ground there called the *Park*, and alſo that the ſaid Park or incloſed Ground called *Alton Park*, with the Rights, Royalties, Members and Appurtenances thereof in the ſaid County of *Warwick*, and alſo all thoſe ſix Acres of Meadow (be the ſame more or leſs) lying in *Zen Meadow* in the ſaid County of *York*, uſually called or known by the Name of *Zen Mead*, and all the Paſſage, Ferry and Ferry-Barge of *Alton* aforeſaid, with the Appurtenances, and all Ferries and Paſſages of Ferry-Boats whatſoever within the ſaid Manor; all which ſaid Manor, Capital Meſſuage, Park, Lands, Tenements, Hereditaments and Premiſſes, were lately bought and purchaſed by the ſaid *Hugh Gee*, to him and his Heirs, in and by certain Indentures of Leaſe and Releaſe, and Bargain and Sale duly inrolled in Chancery, bearing

with Pre-emption, as by the Will, *&c.*

The Maſter's Report recited,

whereby the third Party to this Deed was certified to be the beſt Purchaſor of Manors, *&c.* and Furniture, *&c.*

The Order to confirm the Report recited.

The Conſideration.

Reference to an Indenture of Bargain, *&c.* to be inrolled of the Manors, *&c.*

The Truſtees by Conſent of the ſecond Set of Parties;

and the ſecond Set of Parties grant, releaſe, *&c.* to the third Party.

The Parcels, a Manor, Meſſuage, *&c.*

Park.

Ferry.

Deſcription by deriving the Title.

ing Date reſpectively on or about the ſixth and ſeventh Days of *May* 1719. the Releaſe being quadrupartite, and made or mentioned to be made between the ſaid *Alfred Aſh*, *Thomas Treby*, *Barnaby Bigg* and *Caleb Carr*, Eſqs; of the firſt Part, the ſaid *John Jenks* of the ſecond Part, *Nahum Norris*, Eſq; eldeſt Son and Heir of *Deborah Norris* deceaſed, who was Siſter and Heir of *Edmond Norris*, of the third Part, and the ſaid *Hugh Gee* of the fourth Part, and by Fine in the ſame Indenture covenanted to be levied, and afterwards duly levied accordingly, and all other the Lands, Tenements and Hereditaments which in and by the ſame Indenture and Fine, or any of them, were granted and conveyed, or mentioned or intended to be granted and conveyed unto and to the Uſe of the ſaid late *Hugh Gee*, his Heirs and Aſſigns; and alſo all that the Manor, or reputed Manor of *Foxend* in the ſaid County of *Warwick*, with the Rights, Members and Appurtenances thereunto belonging or appertaining; and all Meſſuages, Cottages, Lands, Tenements, Meadows, Paſtures, Waſtes, Waſte Ground, Furze, Heath, Commons, Royalties, Rents, Reverſions, Services, Courts-Baron, Perquiſites and Profits of Courts, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid laſt mentioned Manor, or reputed Manor and Premiſſes belonging or in any wiſe appertaining, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof, together with the ſeveral yearly Rents iſſuing out of the ſeveral Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, and payable by Half-yearly Payments, *viz.* On the Feaſts of the Annunciation of the bleſſed Virgin *Mary*, and St. *Michael* the Archangel, by equal and even Portions in every Year, which ſaid yearly Rents are herein after particularly mentioned and expreſſed; that is to ſay, all that yearly Rent of 10 *l.* iſſuing out of or payable for the Fiſhing in the River of *Thames* within the ſaid Manor of *Foxend*, now or late in the Tenure or Occupation of *George Gyles*, Eſq; his Aſſigns or Under-tenants; and all that yearly Rent of 11 *l.* 15 *s.* 6 *d.* iſſuing out of or payable for certain Lands within the ſaid Manor of *Foxend*, now or late in the Tenure or Occupation of *Humphry Hall*, and certain other Truſtees of a School in *Irrill* within the ſaid County of *Warwick*, or one of them, who hold and enjoy the ſame for the Uſe of the ſaid School [*Here follow many more Particulars of yearly Rents*] All which ſaid ſeveral yearly Rents do amount together in the Whole to the yearly Sum of 11 *l.* 15 *s.* 6 *d.* or thereabouts, all which ſaid laſt mentioned Manor, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes, were formerly purchaſed by one *Kenelm Keſtle*, Gent. of and from *Luke Lucy*, Eſq; and were by the ſaid *Kenelm Keſtle* ſold and conveyed to *Mark Moyle*, Gent. and by him ſold and conveyed to his Son *Noah Moyle*, who ſold and conveyed the ſame to the ſaid *Hugh Gee* and his Heirs, in and by certain Indentures of Leaſe and Releaſe, and Bargain and Sale duly inrolled in Chancery, bearing Date reſpectively on or about the tenth and eleventh Days of *December* 1718. and made or mentioned to be made between the ſaid *Noah Moyle* and *Olympia* his Wife on the one Part, and the ſaid *Hugh Gee* of the other Part, and by Fine in the ſame Indenture of Releaſe covenanted to be levied, and which was duly levied accordingly; and all other the Lands, Tenements, Rents and Hereditaments, which in and by the ſame Indentures and Fine, or any of them, were granted and conveyed, or mentioned or intended to be granted and conveyed unto and to the Uſe of the ſaid *Hugh Gee*, his Heirs and Aſſigns, with their Appurtenances; and alſo all that Piece or Parcel of Arable Land lying and being in a certain common Field in *Alton* aforeſaid in the ſaid County of *Warwick*, called or known by the Name of *Paleſield*, containing together by Eſtimation about ſix Acres, [*Here follow more Parcels*] and alſo all that Meſſuage or Tenement and Orchard, and two Pightels of Land called *Quets*, containing by Eſtimation one Acre more or leſs, late or ſometime in the Tenure or Occupation of *Ralph Rich*, and alſo one half Acre and a Butt of Land lying in the Field called *Samsfield*, late or ſometime in the Occupation of the ſaid *Ralph Rich*, [*Here follow more Parcels*] and Common of Paſture yearly for three Cows, as belonging to two Yard-Lands, all which ſaid Meſſuage or Tenements, Lands and Premiſſes laſt mentioned, are ſituate, lying and being in the Pariſh of *Titton* and County of *Warwick* aforeſaid, and were formerly Part of the Homage of *Uns* in the ſaid Pariſh of *Titton*, and were late or ſometime in the Tenure or Occupation of *Walter Wall*, junior, or of the ſaid *Ralph Rich*, his Under-tenants,

Another Manor, &c.

General Words.

Further Deſcription of the laſt Manor, &c. by deriving the Title.

General Words.

Other Parcels.

More Parcels.

and

and were lately bought and purchaſed from the ſaid *Walter Wall*, jun. by the ſaid *Hugh Gee*, to him and his Heirs, in and by certain Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the tenth and eleventh Days of *June* 1726. and made or mentioned to be made between the ſaid *Walter Wall*, jun. Son and Heir Apparent of *Walter Wall*, ſen. of the one Part, and the ſaid *Hugh Gee* of the other Part, and all other the Lands, Tenements and Hereditaments, which in and by the ſame Indentures were granted and conveyed, or mentioned or intended to be granted and conveyed unto and to the Uſe of the ſaid *Hugh Gee*, his Heirs and Aſſigns, with their and every of their Appurtenances, and all that Meſſuage or Tenement, Garden, Orchard and Backſides, and two Yard-Lands, with the Appurtenances, ſituate, lying and being in *Alton* in the ſaid County of *Warwick*, called or known by the Name of *Wam*, or by what other Name or Names the ſame is or are called or known, which ſaid Garden, Orchard and Backſides, do contain in all by Eſtimation one Acre, or thereabouts, be the ſame more or leſs, and which ſaid two Yard-Lands are ſituate, lying and being, and are called and deſcribed as are herein after mentioned and expreſſed; that is to ſay, all that Cloſe called *Titton Cloſe*, containing by Eſtimation two Acres, be the ſame more or leſs; all thoſe Lands called *Xandale*, containing by Eſtimation five Acres, be the ſame more or leſs, [*Here follow more Parcels*] all that Coppice called *Yeo Coppice*, containing by Eſtimation two Acres, be the ſame more or leſs; all that Coppice called *Zen Coppice*, containing by Eſtimation one Acre, be the ſame more or leſs; all that Coppice called *Amton Coppice*, containing by Eſtimation three Acres, be the ſame more or leſs; and alſo all other the Lands to the ſaid Meſſuage, and two Yard-Lands, whereſoever and howſoever the ſame are ſituate, lying and being, or by whatſoever other Names the ſame are called and known; all which ſaid laſt mentioned Meſſuages, Lands and Premiſſes, were formerly Parcel of the Demeſne of the ſaid Manor of *Alton*, and ſome Part thereof enjoyed in Lieu of Ground incloſed in the Park, or incloſed Ground called *Alton Park*, or of ſome Ground lying within the Walk planted with Trees, between the ſaid Park and the Highway there leading from *Alton* to *Foxend*, and were late or ſometime in the Tenure of *Bruen Bell*, Eſq; (Nephew and Deviſee of *Bruen Bell*, Eſq; deceaſed) or one of them, and were ſometime the Eſtate of *Charles Coates*, Eſq; deceaſed, who deviſed the ſame to the ſaid *Bruen Bell* deceaſed, and were formerly purchaſed of *David Deal*, and were heretofore the Eſtate of *Edward Edge*, and were ſold and conveyed unto the ſaid *Hugh Gee* and his Heirs, in and by certain Indentures of Leaſe and Releaſe, and Bargain and Sale duly inrolled in the King's Bench, bearing Date reſpectively on or about the eleventh and twelfth Days of *May* 1722. and made or mentioned to be made between the ſaid *Bruen Bell* the Nephew, and *Charles Coates*, *Flora Bell* and *Gertrude Bell*, Spinſters, of the one Part, and the ſaid *Hugh Gee* of the other Part; and all other the Meſſuages, Lands and Hereditaments, which in and by the ſame Indentures, or any of them, were granted and conveyed unto and to the Uſe of the ſaid *Hugh Gee* and his Heirs, or mentioned or intended ſo to be, with their Appurtenances, (except as therein is mentioned to be excepted) and alſo all thoſe two Meſſuages, and one Yard-Land, with the Appurtenances, called *Hock Lands*, lying near *Uns Green* within the Pariſh of *Titton* aforeſaid in the ſaid County of *Warwick*; and all that ſeveral Cloſe of Arable Land called *Jug Crofts*, containing by Eſtimation four Acres, be the ſame more or leſs, together with the Orchard adjoining to the ſame Cloſe, containing by Eſtimation one Acre, more or leſs; and all thoſe two ſeveral Parcels of Arable Land, containing by Eſtimation two Acres, be they more or leſs, lying diſperſedly in a Field or Cloſe called *Kettenfield*, [*Here follow many more Places*,] and alſo the Benefit, Profit and Commodity of half that Parcel of Ground called *Loke Acre*, to be had and taken once in every five Years, in ſuch Sort as the former cuſtomary Tenants of the ſame have heretofore had and taken the ſame; all which laſt mentioned Premiſſes heretofore were in the Poſſeſſion and Occupation of *Martin Mills* and *Nathaniel Norris*, or one of them, their or one of their Aſſigns or Under-tenants, and ſince in the Occupation of *Owen Oſborn* or his Aſſigns, and now or late in the Occupation of *Paul Penn*, his Under-tenants or Aſſigns, and taken or reputed for the ſaid one Yard-Land laſt mentioned; and all that Meſſuage or Tenement, with the Appurtenances, and one Yard-Land, with the Appurtenances thereunto belonging,

Deſcription by deriving the Title.

Other Parcels.

General Words.

Further Deſcription.

General Words.

Other Parcels.

Further Deſcription.

Other Parcels.

belonging, or therewithal uſed, occupied or enjoyed, lying at or near *Quig Green*, heretofore in the Tenure or Occupation of the ſaid *Nathaniel Norris*, his Tenants or Aſſigns, and ſince of the ſaid *Owen Oſborn* or his Aſſigns, and now or late of the ſaid *Paul Penn*, his Under-tenants or Aſſigns; and all Houſes, Buildings, Yards, Gardens, Lands, Woods, Grounds and Hereditaments whatſoever to the ſaid Meſſuages or Tenements, Yard-Lands, Hereditaments and Premiſſes laſt mentioned, or any of them belonging or appertaining, or therewith uſed, occupied, enjoyed, reputed or taken as Part or Parcel thereof, together with free Liberty of cutting and taking ſuch Trees, Buſhes, Thorns and Hedge-Rows, within the Manor of *Titton* aforeſaid, or any Part thereof, in ſuch and as ample Manner to all Intents and Purpoſes as the former Copyholders of the ſaid Premiſſes have heretofore uſed, and of Right have had and enjoyed by the Cuſtom of the ſame Manor, and alſo Common of Paſture for all Manner of Cattle Levant and Couchant in and upon the ſaid laſt mentioned Premiſſes, or any Part thereof, to be had and taken in and upon *Uns Green*, *Reynes* and *Sans*, and in all other the common Fields, Waſtes, Commons and Commonable Grounds of and in the Liberty and Liberties of *Sans* and *Uns*, or either of them, in *Titton* aforeſaid, and of or in any Part or Parcel of the ſame Manor, in ſuch Sort and at all ſuch Times and Seaſons in the Year, and for ſuch and ſo many Cattle of what kind ſoever, and as fully and freely to all Intents and Purpoſes, as all or any of the former Copyholders of the ſaid laſt mentioned Premiſſes, or any Part thereof, have uſed and enjoyed, or ought to have uſed or enjoyed the ſame, as Parcel and belonging to the ſaid laſt mentioned Meſſuage and Premiſſes, or any Part thereof; all which ſaid laſt mentioned Meſſuages, Lands, Hereditaments and Premiſſes, were formerly Part and Parcel of the ſaid Manor of *Titton*; and all thoſe two Acres of Arable Land by Eſtimation, be they more or leſs, lying and being in a certain Cloſe called *Tontfield* in *Titton* aforeſaid, formerly Part of the cuſtomary Lands, Parcel of the Manor of *Titton* aforeſaid, ſometime in the Tenure or Occupation of the ſaid *Nathaniel Norris*, his Tenants or Aſſigns, and ſince of the ſaid *Owen Oſborn*, and now or late of the ſaid *Paul Penn*, his Aſſigns or Under-tenants, all which ſaid laſt mentioned Meſſuages, Lands, Hereditaments and Premiſſes, were heretofore the Eſtate and Inheritance of *Vincent Viner*, Tanner, and by him deviſed to *Martin Mills* and his Heirs, and were purchaſed by the ſaid *Hugh Gee* to him and his Heirs, of and from the ſaid *Paul Penn* and *Winifred* his Wife, (Daughter of the ſaid *Martin Mills*) and *Xerxes Xoll*, Son and Heir of the ſaid *Winifred* by her firſt Huſband, and their Truſtees, by Indentures of Leaſe and Releaſe, dated reſpectively the twelfth and thirteenth Days of *February* 1721. [*Here follow more Parcels*] and alſo all Meſſuages, Cottages, Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Courts, Court-Yards, Backſides, Gardens, Orchards, Tofts, Curtilages, Lands, Tenements, Woods, Underwoods, Commons, Common of Paſture, Waſtes, Furze, Heaths, Moors, Maſhes, Waters, Fiſhings, Weers, Ferriages, Ponds, Pools, Paſſages, Courts, Court-Leet, Courts-Baron, Views of Frankpledge, Perquiſites and Profits of Courts and Leets, and all that to Court-Leet, Court-Baron, and View of Frankpledge, doth belong or appertain, Deodands, Waifs, Eſtrays, Goods and Chattels of Felons, Felons of themſelves, Fugitives and outlawed Perſons, Wards, Marriages, Eſcheats, Reliefs, Heriots, Fines, Amerciaments, free Warrens, Rents, Services, Rents of Free and Copyhold Tenements, Liberties, Privileges, Royalties, Juriſdictions, Profits, Commodities, Eaſements, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Manors, or reputed Manors, Park, Capital Meſſuage, Meſſuages, Cottages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, every or any Part or Parcel thereof belonging or in any wiſe appertaining, or to or with the ſame, or any Part thereof, now or at any Time heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or any Part thereof; and alſo all other the Manors, Meſſuages, Cottages, Lands, Tenements, Rents and Hereditaments whatſoever, late of him the ſaid *Hugh Gee* in the ſaid Counties of *Warwick* and *York*, or either of them, which in and by the ſaid recited Will were given and deviſed, or mentioned or intended to be given and deviſed unto the ſaid *Alfred Aſh*, *Duncan Due* and *Guy Gee*, and their Heirs, in Truſt to be ſold as aforeſaid, with their

General Words.

Liberty of cutting Trees, &c.

as uſual.

Common of Paſture.

Further Deſcription.

Other Parcels.

General Words relating to the laſt Manor, &c.

General Words relating to the Deviſe.

their and every of their Appurtenances, (all which ſaid Manors, Park, Capital Meſſuage, Meſſuages, Cottages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Nahum Norris*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Alfred Aſh*, *Duncan Due* and *Guy Gee*, for the Term of one whole Year, in Conſideration of 5*s.* to them paid by the ſaid *Guy Gee*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity of them the ſaid *Alfred Aſh*, *Duncan Due*, *Guy Gee*, *John Jenks* and *Kezia* his Wife, *Leonora Gee* and *Mary Gee*, and of each and every, or any of them, of, in, to or out of the ſaid Manors, Park, Capital Meſſuage, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, every or any Part or Parcel thereof, and all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Manors and Premiſſes only, or only any Part thereof, which they or any of them now have or hath in their or any of their Cuſtodies, or can come by without Suit in Law, together with true Copies of all ſuch other Deeds and Writings as concern the Premiſſes jointly and together with any other Hereditaments, ſuch Copies to be written and taken out at the proper Coſts and Charges of the ſaid *Nahum Norris*, his Heirs and Aſſigns; To have and to hold the ſaid Manors, or reputed Manors, Park, Capital Meſſuage, Meſſuages, Lands, Tenements, Rents, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Nahum Norris*, his Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of the ſaid *Nahum Norris*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, they the ſaid *Alfred Aſh*, *Duncan Due* and *Guy Gee* (with the like Conſent and Direction, and teſtified as aforeſaid) have, and each of them hath bargained, ſold, aſſigned and delivered, and by theſe Preſents do, and each of them doth bargain, ſell, aſſign and deliver unto the ſaid *Nahum Norris*, all and every the Furniture and Houſhold Goods late of the ſaid *Hugh Gee*, in or about the ſaid Capital Meſſuage or Manſion-Houſe at *Alton* aforeſaid, and all their and each of their Eſtate, Right, Title, Truſt, Property, Claim and Demand whatſoever, of, in or to the ſame, or any Part thereof, to hold, receive, take and enjoy the ſaid hereby aſſigned Premiſſes, and every Part thereof, unto the ſaid *Nahum Norris*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own proper Uſe and Benefit abſolutely. And the ſaid *Alfred Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Nahum Norris*, his Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, That he the ſaid *Alfred Aſh* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Park, Capital Meſſuage, Meſſuages, Cottages, Lands, Tenements, Rents, Hereditaments, Furniture, Goods and Premiſſes herein before mentioned, or intended to be hereby granted, and releaſed and aſſigned reſpectively, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And moreover, that he the ſaid *Alfred Aſh* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manors, Park, Capital Meſſuage, Meſſuages, Cottages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any Part thereof, from, by or under, or in Truſt for him or them, ſhall and will from Time to Time, and at any Time or Times hereafter during the Space of ſeven Years next enſuing the Date hereof, at the Requeſt, Coſts and Charges of the ſaid *Nahum Norris*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done,

Bargain, &c. for a Year mentioned.

General Words.

Deeds, &c.

Habendum to the Purchaſor in Fee.

Sale and Aſſignment of Furniture, &c.

A Truſtee covenants that he has not done any Thing to incumber, &c.

And for further Aſſurances of the real Eſtate.

done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring the ſaid Manors, Park, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto and to the Uſe of the ſaid *Nahum Norris*, his Heirs and Aſſigns, as by the ſaid *Nahum Norris*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. [The like diſtinct Covenants from *Duncan Due* and *Gee mutatis mutandis.*]

The Huſband (one of the ſecond Parties) covenants in like Manner for himſelf and his Wife.

And the ſaid *John Jenks* doth hereby for himſelf and the ſaid *Kezia* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Nahum Norris*, his Heirs and Aſſigns, in Manner following; that is to ſay, That they the ſaid *John Jenks* and *Kezia* his Wife, or either of them, have not, nor hath at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Park, Capital Meſſuage, Meſſuages, Cottages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any Part thereof, is, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And moreover, that they the ſaid *John Jenks* and *Kezia* his Wife, and their Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Manors, Park, Capital Meſſuage, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any Part thereof, from, by or under, or in Truſt for him, her, them, or any of them, ſhall and will from Time to Time, and at any Time or Times hereafter during the Space of ſeven Years next enſuing the Date hereof, at the Requeſt, Coſts and Charges of the ſaid *Nahum Norris*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring the ſaid Manors, Park, Capital Meſſuage, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto and to the Uſe of the ſaid *Nahum Norris*, his Heirs and Aſſigns, as by the ſaid *Nahum Norris*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their reſpective Dwellings or Places of Abode.

The Widow (one of the ſecond Parties) covenants in like Manner.

And the ſaid *Leonora Gee* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Nahum Norris*, his Heirs and Aſſigns, in Manner following; that is to ſay, That ſhe the ſaid *Leonora Gee* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Park, Capital Meſſuage, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. And moreover, that ſhe the ſaid *Leonora Gee*, her Heirs, and all and every other Perſon or Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any

Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manors, Park, Capital Meſſuage, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any Part thereof, from, by or under, or in Truſt for her or them, ſhall and will from Time to Time, and at any Time or Times hereafter during the Space of ſeven Years next enſuing the Date hereof, at the Requeſt, Coſts and Charges of the ſaid *Nahum Norris*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act or Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Manors, Park, Capital Meſſuage, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto and to the Uſe of the ſaid *Nahum Norris*, his Heirs and Aſſigns, as by the ſaid *Nahum Norris*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their reſpective Dwellings or Places of Abode. [*The like Covenant from the other of the ſecond Parties, that ſhe hath done nothing to incumber, and for further Aſſurance*]. And laſtly, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That all and every Perſon and Perſons to whom any Terms for Years, Judgments, Statutes, Recognizances, or other Incumbrances affecting the ſaid Manors and Premiſſes have been, were or are aſſigned, and who now ſtand poſſeſſed thereof, in Truſt for attending the Inheritance of the ſaid Manors and Premiſſes, or any Part thereof, and for protecting the ſame from meſne Incumbrances, and the reſpective Executors and Adminiſtrators of ſuch Perſon and Perſons ſhall from henceforth ſtand and be poſſeſſed of ſuch Terms for Years, Judgments, Statutes, Recognizances, and other Incumbrances, in Truſt for the ſaid *Nahum Norris*, his Heirs and Aſſigns, to the End to attend and wait upon and go along with the ſame Manors and Premiſſes, and to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any ſuch there be). In Witneſs, *&c.*

Agreement that all Perſons who have Incumbrances, *&c.* in Truſt to protect the Inheritance, ſhall be poſſeſſed in Truſt to protect the Purchaſe.

A Sale of a Manor, Foreſt, Chaſe, &c. *under a Will, Act of Parliament and Decree, by Bargain,* &c. *to be inrolled, and Leaſe and Releaſe, this being the Releaſe. The Act, Decree,* &c. *recited. Exception of certain Incumbrances, ſome of which are aſſigned to protect,* &c. No. 13.

THIS Indenture tripartite, made the tenth Day of *September Anno Domini* 1730, and in the fourth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain, &c.* between *Amos Aſton* of *Bruton* in the County of *Carmarthen*, Eſq; Nephew of Sir *Amos Aſton*, junior, late of *Downhill* in the County of *Eſſex*, Bart. deceaſed, alſo Deviſee named in his Laſt Will and Teſtament, as to the Manor, Foreſt, Meſſuages, Lands and Hereditaments herein after mentioned to be hereby releaſed and conveyed (amongſt other Lands and Hereditaments) of the firſt Part; *Felix Fiſh* of *Groves* in the County of *Hereford*, Eſq; and *James Jell* of *London*, Eſq; (Truſtees named in the Act of Parliament herein after recited for Sale of the Eſtate late of the ſaid Sir *Amos Aſton)* of the ſecond Part; and *Kenrick Kirby* of *London*, Gent. *Lambert Lane* of *Muddo* in the County of *Eſſex*, Clerk, and *Nicholas North* of the Pariſh of *Onton* in the County of *Pembroke*, Eſq; of the third Part. Whereas by an Act of Parliament made and paſſed in the fourteenth Year of the Reign of our late Sovereign Lord King *George* the Firſt, intitled, An Act [*Here inſert the Title of the Act*] reciting as therein is recited, and for the Reaſons therein contained, it was enacted, That the Manors, Foreſt, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned

The Parties.

A private Act for Sale of the Eſtate, purſuant to a Will, recited,

whereby theſe (among other Lands) are to be ſold,

tioned to be hereby releaſed and conveyed (among other Manors, Lands, and Hereditaments) ſhould from and after the firſt Day of *June Anno Domini* 1728, be veſted in and ſettled upon, and the ſame were therein and thereby abſolutely veſted in and ſettled upon the ſaid *Felix Fiſh* and *James Jell*, their Heirs and Aſſigns, to the Uſe and Behoof of the ſaid *Felix Fiſh* and *James Jell*, their Heirs and Aſſigns, (freed and diſcharged as therein and herein after is expreſſed) upon Truſt nevertheleſs that they the ſaid *Felix Fiſh* and *James Jell*, and the Survivor of them, and the Heirs of ſuch Survivor, ſhould with all convenient Speed ſell and diſpoſe of the ſaid Manors, Lands, Tenements and Hereditaments veſted in them either together or in Parcels, unto any Perſon or Perſons that ſhould be willing to purchaſe the ſame, or any Part or Parts thereof, for ſuch reaſonable Price and Prices as can be had or gotten for the ſame, and upon ſuch other Truſts as are therein mentioned concerning the Application of the ſaid Purchaſe-Money. And it was thereby further enacted, That all and every Perſon and Perſons to whom the ſaid *Felix Fiſh* and *James Jell*, or the Survivor of them, or the Heirs of ſuch Survivor, ſhould by Virtue and in Purſuance of the ſame Act make any Sale or Conveyance of all or any Part or Parts of the ſaid Manors, Lands, Tenements and Hereditaments thereby veſted in them the ſaid *Felix Fiſh* and *James Jell*, and their Heirs, in Truſt to be ſold as aforeſaid, and the reſpective Heirs and Aſſigns of ſuch Purchaſor or Purchaſors ſhould and might upon Payment of their reſpective Purchaſe-Monies to the ſaid *Felix Fiſh* and *James Jell*, or the Survivor of them, or the Heirs of ſuch Survivor, have, hold and enjoy the ſaid Manors, Lands, Tenements and Hereditaments ſo to be by them reſpectively purchaſed, freed and diſcharged of and from all and every the Uſes and Truſts limited and deviſed in the Laſt Will and Teſtament of the ſaid Sir *Amos Aſton*, and of and from all Right, Title, Claim and Demand, of, from or by the ſaid *Amos Aſton* Party hereunto, his firſt and other Sons, and the Heirs Male of their reſpective Bodies, or the Truſtees in the ſame Will named for preſerving contingent Remainders, and their Heirs, *Robert Rich*, Gent. and *Sarah* his Wife, and *Tabitha Aſton* (therein named) and their Heirs, and the right Heirs of Sir *Amos Aſton*, ſenior, Knt. deceaſed, (Father of the ſaid Sir *Amos Aſton* junior) and the right Heirs of the ſaid Sir *Amos Aſton* junior, and of *Vincent Aſton* alſo deceaſed, (who was the eldeſt Son of the ſaid Sir *Amos Aſton* junior) and that the Receipt or Receipts of the ſaid *Felix Fiſh* and *James Jell*, or the Survivor of them, or the Heirs, Executors or Adminiſtrators of ſuch Survivor, under his or their Hand and Seal, or Hands and Seals reſpectively, ſhould from Time to Time be a ſufficient Diſcharge to the Purchaſor or Purchaſors of the ſaid Manors, Lands, Tenements and Hereditaments, or any Part thereof, his or their Heirs, Executors, Adminiſtrators and Aſſigns, for ſo much of the ſaid Purchaſe-Money for which ſuch Receipt or Receipts ſhould be given, and after ſuch Receipt or Receipts ſuch Purchaſor or Purchaſors ſhould be and were thereby abſolutely acquitted and diſcharged of and from the ſame, and they or any of them after ſuch Receipt or Receipts ſhould not be anſwerable or accountable either in Law or Equity for any Loſs or Damage which ſhould happen for or by Reaſon of any Miſapplication of the ſaid Purchaſe-Money, or any Part thereof. And whereas by a certain Memorandum or Articles bearing Date on or about the tenth Day of *March* 1728, they the ſaid *Amos Aſton* Party hereunto, and *Robert Rich*, (with the Conſent of the ſaid *Felix Fiſh* and *James Jell*) did contract and agree with the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, for the abſolute Sale to them of the Manors, Foreſt, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby releaſed and conveyed, for the Sum of 20000*l.* of lawful Money of *Great Britain*, to be paid to the ſaid *Felix Fiſh* and *James Jell*, in caſe a Decree in Chancery ſhould be obtained for directing and indemnifying the ſame Truſtees in that Behalf, as therein is mentioned. And whereas by a Decree or Decretal Order made and pronounced in the High Court of Chancery on or about the twenty-ninth Day of *October* now laſt paſt, in a Cauſe then and there depending between the ſaid *Amos Aſton* Party hereunto, *Robert Rich* and *Sarah* his Wife, and *Tabitha Aſton* (an Infant by her next Friend) and *Walter Wayne*, one of the Creditors of the ſaid Sir *Amos Aſton* junior, on Behalf of himſelf and other Creditors of the ſame Sir *Amos*, by Original and Supplemental Bill, Plaintiffs, and the ſaid *Felix Fiſh*, *James Jell*, *Xerxes Xoll*, *Zacheus Zouch*, *Adam Aſh*,

upon Truſts as to the Application of the Money, and that the Purchaſor ſhould enjoy diſcharged of Uſes, &c.

and that the Receipt of the Truſtees, &c. ſhould be ſufficient,

and the Purchaſor not to be anſwerable for the Application of the Money.

Articles for a Sale recited,

in Caſe a Decree could be obtained for directing, &c.

The Decree recited.

The Parties in that Cauſe.

Aſh, Eſqs. and *Bruen Bray*, Gent. and the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, Defendants, therein taking Notice (amongſt other Things) of the ſaid Memorandum or Articles; and that Mr. *Allen*, one of the Maſters of the ſaid Court, by his Report dated the twenty-ſeventh Day of *October* now laſt paſt, made in Purſuance of a Decree on Rehearing of the ſame Cauſe the twenty-fourth of *October* then laſt paſt, (which Report ſtands abſolutely confirmed) did certify that the Defendants the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, had by the ſame Memorandum or Articles given or agreed to give the full Value of the ſame Premiſſes thereby agreed to be ſold, it was by the ſaid Decree or Decretal Order of the twenty-ninth of *October* laſt ordered and decreed, that the ſaid Articles ſhould be performed, and all proper Parties to join in the Sale, as Mr. *Bennett* ſenior, one of the Maſters of the ſaid Court, ſhould direct, and for what the Defendants or *James Jell* ſhould do in Purſuance of the ſame Decree they were to be thereby ſaved harmleſs and indemnified; as in and by the above recited and mentioned Act of Parliament, Articles, Decrees and Report, Relation being thereunto reſpectively had, may more fully and at large appear. Now this Indenture witneſſeth, That in Purſuance of the ſaid recited Memorandum or Articles, and by Virtue of the ſaid recited Act of Parliament, and alſo in Purſuance of and in Obedience to the ſaid recited Decree, and for and in Conſideration of the Sum of 20000 *l.* of lawful Money of *Great Britain* to the ſaid *Felix Fiſh* and *James Jell* in Hand paid by the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof they the ſaid *Felix Fiſh* and *James Jell* do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, (which ſaid Sum of 20000 *l.* is the ſame Sum of 20000 *l.* mentioned to be the Conſideration Money of one Indenture tripartite inrolled or intended to be inrolled in the High Court of Chancery, bearing even Date herewith, and made or mentioned to be made between the ſame Parties as are Parties to theſe Preſents, and purporting a Bargain and Sale of the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs and Aſſigns, to the Uſe of them, their Heirs and Aſſigns) and alſo for and in Conſideration of the Sum of 10*s.* of like Money to the ſaid *Amos Aſton* Party hereunto, in Hand paid by the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Felix Fiſh* and *James Jell*, (at the Requeſt and by the Direction of the ſaid *Amos Aſton*, teſtified by his being a Party to and his executing theſe Preſents) and alſo the ſaid *Amos Aſton* Party hereunto, have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs and Aſſigns, all thoſe the Manors of *Condale*, *Dotten* and *Etten*, with their reſpective Rights, Royalties, Members and Appurtenances in the ſaid County of *Eſſex*, and all Meſſuages, Farms, Lands, Tenements and Hereditaments in the Pariſhes or Precincts of *Condale*, *Dotten* and *Etten* in the ſaid County of *Eſſex*, and all that the Foreſt and Chaſe in the Pariſh of *Etten* in the ſaid County of *Eſſex*; and all other the Lands, Tenements and Hereditaments purchaſed by the ſaid Sir *Amos Aſton* the Elder (Grandfather of the ſaid *Amos Aſton* Party hereto) of *Francis Fry* of *London*, Eſq; and all Meſſuages, Farms, Lands, Tenements, Liberties, Privileges, Franchiſes and Hereditaments whatſoever to the ſaid reſpective Manors belonging or in any wiſe appertaining, or accepted, reputed, taken, known or enjoyed as Part, Parcel or Member of them, or any of them, (all which ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Amos Aſton* Party hereunto, *Felix Fiſh* and *James Jell*, for the Term of one whole Year, in Conſideration of 5*s.* to them paid by the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and

A Maſter's Report confirmed.

The Conſideration.

Reference to Deed of Bargain, &c. to be inrolled.

The Truſtees by Direction, &c. grant Releaſe, &c.

The Parcels, Manors.

A Foreſt, Chaſe, &c.

Bargain, &c. for a Year mentioned.

and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Amos Aſton* Party hereunto, *Felix Fiſh* and *James Jell*, every or any of them, of, in, to or out of the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, and every or any Part or Parcel thereof, and all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes only, or only any Part thereof, which they the ſaid *Amos Aſton* Party hereunto, *Felix Fiſh* and *James Jell*, or any of them, now have or hath in their or any of their Cuſtodies, or can come by without Suit in Law, together with true Copies of all ſuch other Deeds, Evidences and Writings as concern the ſame Premiſſes jointly and together with any other Manors, Lands, Tenements or Hereditaments; ſuch Copies to be written and taken out at the proper Coſts and Charges of the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs or Aſſigns; To have and to hold the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, and of their Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Felix Fiſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs and Aſſigns, that he the ſaid *Felix Fiſh* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. [The like Covenant from *James Jell mutatis mutandis*] And the ſaid *Amos Aſton* Party hereunto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs and Aſſigns, in Manner and Form following; that is to ſay, That (for and notwithſtanding any Act, Matter or Thing whatſoever by the ſaid *Amos Aſton* Party hereunto, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, done, committed, or wittingly or willingly ſuffered to the contrary) they the ſaid *Amos Aſton* Party hereunto, *Felix Fiſh* and *James Jell*, ſome or one of them, are and ſtand, or is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in their, ſome or one of their Demeſne as of Fee, of and in the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby releaſed and conveyed, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, to them and their Heirs, or the Heirs of ſome or one of them, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame, (except as is herein after excepted) and alſo that they the ſaid *Amos Aſton* Party hereunto, *Felix Fiſh* and *James Jell*, or ſome or one of them (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) now have or hath in themſelves, ſome or one of them, good Right, full Power, and lawful and abſolute Authority to releaſe and convey the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes with their Appurtenances, unto and to Uſe of the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents, (except as is herein after excepted). And further, that it ſhall and may be lawful to and for the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs and Aſſigns, from Time to Time, and at all Times hereafter peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the

General Words.

Deeds, &c.

and Copies.

Habendum to the Purchaſors in Fee.

A Truſtee covenants that he hath not incumbered.

The Vendor covenants that he or the Truſtees, &c.

is ſeiſed in Fee,

free from Incumbrances,

(with Exception)

And have or has Power to convey,

(with Exception) and for quiet Enjoyment.

the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby releaſed and conveyed, with their Appurtenances, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Amos Aſton* Party hereunto, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſame Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, from, by, or under, or in Truſt for him or them (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Amos Aſton* Party hereunto, his Heirs, Executors and Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rent, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeitures and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Amos Aſton* Party hereunto, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them, or any of them, or from, by or under his, their, or any of their Act, Means, Aſſent, Conſent or Procurement, other than and except the Reſidue of a certain Term of one thouſand Years of and in the ſame Manors and Premiſſes) *(inter alia)* limited to *Guy Glynne*, Eſq; and *Henry Hill*, Gent. in and by a certain Indenture quadrupartite, bearing Date on or about the tenth Day of *May* 1698. between the ſaid Sir *Amos Aſton*, junior, of the firſt Part; the ſaid *Vincent Aſton*, his then Son and Heir Apparent, of the ſecond Part; *Jerom Joy*, Gent. and *Kenelm Kemp*, Gent. of the third Part; and the ſaid *Guy Glynn* and *Henry Hill* of the fourth Part; which ſaid Term did afterwards legally come to and veſt in the ſaid *Xerxes Xoll*, Eſq; for ſecuring to him the Payment of the Principal Sum of 8000 *l.* and Intereſt, and the now Reſidue of the ſame Term, is by Indenture quinquepartite of Aſſignment already prepared and intended to bear Date the Day next after the Day of the Date of theſe Preſents, and to be made between the ſaid *Xerxes Xoll* of the firſt Part; *Lucy Lant*, Widow, of the ſecond Part; the ſaid *Amos Aſton* Party hereunto, *Felix Fiſh* and *James Jell* of the third Part; the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, of the fourth Part; and *Mark Moor*, Gent. of the fifth Part; intended to be aſſigned unto the ſaid *Mark Moor*, his Executors, Adminiſtrators and Aſſigns, in Truſt (as to the Manors and Premiſſes hereby, or intended to be hereby releaſed and conveyed) for the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs and Aſſigns, and to be diſpoſed of as they ſhall direct, and in the mean Time to attend and go along with the Reverſion, or Remainder and Inheritance of the ſame Manor and Premiſſes, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any ſuch there be) and alſo other than and except the ſeveral Statutes, or Recognizances and Judgments in the ſame Indenture quinquepartite recited and mentioned, and which are alſo by the ſame Indenture aſſigned, or mentioned or intended to be aſſigned unto the ſaid *Mark Moor*, his Executors, Adminiſtrators and Aſſigns, in Truſt (ſo far as the ſame relate to or affect the ſaid Manors, Hereditaments and Premiſſes hereby, or intended to be hereby releaſed and conveyed) for the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs and Aſſigns, to the End to protect the ſame Manors and Premiſſes from all meſne Charges and Incumbrances (if any there be). And moreover, that he the ſaid *Amos Aſton* Party hereunto, and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby releaſed and conveyed, or any Part thereof, from, by or under, or in Truſt for him or them, (except the ſaid *Mark Moor*, his Executors,

(with Exception) free from Incumbrances.

Exception of a Term

which is to be aſſigned,

in Truſt for the Purchaſors,

and to attend, &c.

and except Statutes, &c. which are aſſigned by another Deed,

in Truſt, &c. to protect.

Covenant for further Aſſurances,

(except by the Truſtee of the Terms) Executors, Adminiſtrators and Aſſigns, for and in reſpect only of his ſaid excepted Term, Eſtates and Intereſts) ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs or Aſſigns, or any of them, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, hereby, or mentioned or intended to be hereby releaſed and conveyed, with their Appurtenances, unto the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs and Aſſigns, to their Uſe, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Kenrick Kirby*, *Lambert Lane* and *Nicholas North*, their Heirs or Aſſigns, or any of them, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warrantry or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

N° 14. *A Releaſe, &c. to make a Tenant to the* Præcipe *for ſuffering a Recovery. The Manner directed. The Uſe declared to the Grantor in Fee.*

THIS Indenture tripartite, made the tenth Day of *November* in the Year of our Lord 1734. and the eighth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King, *&c.* between Sir *Abel Aſtry* of *London*, Bart. only Son and Heir of Sir *Barnard Aſtry* late of *London*, aforeſaid, Bart. and of *Clara* his late Wife, both deceaſed, which ſaid *Clara* was Siſter and Deviſee named in the laſt Will and Teſtament of *David Dunch* late of *London*, Merchant deceaſed, who was Brother and Heir of *Edward Dunch* the Younger and of *Francis Dunch* both late of *London*, Gent. alſo deceaſed, and alſo ſurviving Son and Heir of *Edward Dunch* the Elder, late Citizen and Haberdaſher of *London* alſo deceaſed, and which ſaid Sir *Abel Aſtry* is alſo Nephew and Heir of *Abel Aſtry* late of *London* Merchant alſo deceaſed, who was Truſtee of the legal Eſtate of the Meſſuages, Lands and Hereditaments herein after granted and releaſed, of the firſt Part; *George Glynne* of the *Middle Temple*, *London*, Gent. of the ſecond Part; and *Hector Hall* of *Irrill* in the County of *Kent*, Gent. of the third Part; witneſſeth, That for barring, docking, deſtroying and extinguiſhing all Eſtates-tail, and all Reverſions and Remainders thereupon expectant or depending of and in the Meſſuages or Tenements, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, and for limiting and aſſuring the ſame unto and to the Uſe of the ſaid Sir *Abel Aſtry*, his Heirs and Aſſigns, and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to the ſaid Sir *Abel Aſtry* in Hand paid by the ſaid *George Glynne* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid Sir *Abel Aſtry* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *George Glynne*, his Heirs and Aſſigns, all that Meſſuage, Tenement or Farm, with the ſeveral Pieces or Parcels of Arable, Meadow and Paſture Land thereto belonging, containing together by Eſtimation fifty-eight Acres, be the ſame more or leſs, late or ſometimes in the Tenure or Occupation of *Lewis Lane*, or his Aſſigns; and alſo all that Meſſuage or Tenement, with an Orchard thereto belonging, late or ſometime alſo in the Tenure or Occupation of *Lewis Lane*, or his Aſſigns; and alſo all that Tenement or Cottage, with the Appurtenances, late or ſometime alſo in the Occupation of *Lewis*

The Parties.

The Intent, *&c.* of this Deed to ſuffer a Recovery to bar Eſtates-tail, *&c.* and limit the Lands to the now Grantor, *&c.* in Fee.

The Grant, Releaſe, *&c.*

The Parcels.

Lewis Lane, or his Aſſigns; all which ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, are ſituate, lying and being in the Pariſhes of *Murton* and *Netton* in the Town of *Orwend* in the County of *Oxford*, and in the Pariſh of *Quenn* in the ſame County, or in ſome or one of the aforeſaid Pariſhes; and all and ſingular Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Orchards, Gardens, Yards, Backſides, Lands, Tenements, Meadows, Paſtures, Grounds, Feedings, Commons, Common of Paſture, Woods, Underwoods, Privileges, Commodities, Profits, Emoluments and Hereditaments whatſoever to the ſaid ſeveral Meſſuages, or Tenements and Premiſſes belonging, or in any wiſe appertaining, or demiſed, letten, uſed, occupied or enjoyed to or with the ſame, or accepted, reputed, taken or known as Part, Parcel or Member of them, or either or any of them; and all other the Meſſuages, Lands, Tenements and Hereditaments late of them the ſaid Sir *Abel Aſtry* and *Clara* his Wife, or either of them, and now of him the ſaid Sir *Abel Aſtry*, or whereof or wherein he the ſaid Sir *Abel Aſtry*, or any Perſon or Perſons in Truſt for him, have or hath any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying and being in the ſaid ſeveral Pariſhes, Precincts or Territories of *Murton*, *Netton* and *Quenn*, every or any of them, or elſewhere in the ſaid County of *Oxford*, with their and every of their Appurtenances, (all which ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *George Glynne*, by Virtue of a Bargain and Sale to him thereof made by the ſaid Sir *Abel Aſtry* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *George Glynne* in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid Sir *Abel Aſtry*, of, in, to or out of the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, every or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages or Tenements, Lands, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *George Glynne*, his Heirs and Aſſigns, to the Uſe of the ſaid *George Glynne*, and of his Heirs and Aſſigns, to the Intent that he the ſaid *George Glynne* may be perfect Tenant of the Freehold of the ſame Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, to the End that one or more good and perfect Common Recovery or Recoveries may be thereof had and ſuffered in Manner herein after mentioned; for which Purpoſe it is hereby declared by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Hector Hall*, at the Coſts and Charges of the ſaid Sir *Abel Aſtry* before the End of *Michaelmas* Term next enſuing the Date of theſe Preſents, to ſue forth and proſecute out of his Majeſty's High Court of Chancery one or more Writ or Writs of Entry *ſur diſſeiſin en le poſt*, returnable and to be returned before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, thereby demanding by apt and convenient Names, Quantities, Qualities, Numbers of Acres and other Deſcriptions, the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, with the Appurtenances, againſt the ſaid *George Glynne*, to which ſaid Writ or Writs of Entry he the ſaid *George Glynne* ſhall appear *gratis* in his own proper Perſon, or by his Attorney or Attornies thereto lawfully authorized, and vouch to Warranty the ſaid Sir *Abel Aſtry*, who ſhall alſo appear *gratis* in his own proper Perſon, or by his Attorney or Attornies thereto lawfully authorized, and enter into the Warranty, and vouch over to Warranty the Common Vouchee of the ſame Court, who ſhall alſo appear, and after Imparlance make Default, ſo as Judgment ſhall and may be thereupon had and given for the ſaid *Hector Hall* to recover the ſame Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, with the Appurtenances, againſt the ſaid *George Glynne*, and for him the ſaid *George Glynne* to recover in Value againſt the ſaid Sir *Abel Aſtry*, and for him the ſaid Sir *Abel Aſtry* to recover in Value againſt the ſaid Common Vouchee, and that Execution ſhall and may be thereupon had and awarded accordingly, and all and every other Act and Thing done and executed needful and

General Words.

Bargain for a Year mentioned.

General Words.

Habendum

to the Grantee, *&c.* to make him Tenant to the *Præcipe*, that a Recovery may be ſuffered;

the Manner thereof, and Parties;

requiſite for the Suffering and Perfecting of ſuch Common Recovery or Recoveries with Vouchers as aforeſaid. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and immediately after the Suffering and Perfecting of the ſaid Common Recovery or Recoveries, as well theſe Preſents as the Aſſurance hereby made, as alſo the ſaid Recovery and Recoveries ſo as aforeſaid, or in any other Manner, or at any other Time or Times ſuffered or to be ſuffered, and all and every other Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents to be and enure, and the Recoveror and Recoverors in the ſaid Recovery and Recoveries named or to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſame Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, and of every Part thereof, with the Appurtenances, unto and for the only proper Uſe and Behoof of the ſaid Sir *Abel Aſtry*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. In Witneſs, *&c.*

the Uſe thereof declared,

to the now Grantor, *&c.* in Fee.

N° 15. *A Releaſe of Lands to a Purchaſor, with Exception of a perpetual Charity, which is to be paid out of the Eſtate.*

THIS Indenture made the twentieth Day of *December Anno Domini* 1733. in the ſeventh Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King, *&c.* between *Auſtin Archer* of *Bruton* in the County of *Cambridge*, Dyer, Son and Heir and Surviving Executor of *Edmund Archer* late of the ſame Place, Baker, deceaſed, who was Brother of *Francis Archer* late of *Getton* in the County of *Hereford*, Dyer, alſo deceaſed, which ſaid *Francis Archer* was Deviſee named in the laſt Will and Teſtament of *John Jones* late of *Kirkall* in the County of *Lancaſter*, Malſter, deceaſed, as to the Meſſuage or Tenement, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, of the one Part, and *Nathaniel North* of *Ort* in the ſaid County of *Lancaſter*, Eſq; of the other Part, witneſſeth, That for and in Conſideration of the Sum of 1200 *l.* of lawful Money of *Great Britain* to the ſaid *Auſtin Archer* in Hand well and truly paid by the ſaid *Nathaniel North* at or before the Enſealing and Delivery of theſe Preſents, in full for the abſolute Purchaſe of the Meſſuage or Tenements, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, the Receipt and Payment of which ſaid Sum of 1200 *l.* accordingly he the ſaid *Auſtin Archer* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Nathaniel North*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, which ſaid Sum of 1200 *l.* is the ſame Sum of 1200 *l.* mentioned to be the Conſideration Money of one Indenture bearing even Date herewith, and made or mentioned to be made between the ſame Parties as are Parties hereto, and intended to be inrolled in the High Court of Chancery, purporting a Grant, Bargain and Sale of the ſaid Meſſuage or Tenement, Lands and Hereditaments hereby granted and releaſed, or mentioned ſo to be, with their Appurtenances, unto and to the Uſe of the ſaid *Nathaniel North*, his Heirs and Aſſigns for ever, he the ſaid *Auſtin Archer* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Nathaniel North*, his Heirs and Aſſigns for ever, all that Meſſuage or Tenement in *Kirkall* aforeſaid in the ſaid County of *Lancaſter*, wherein the ſaid *John Jones* late or ſometime dwelt, together with the Garden and Home Cloſe, containing about ten Acres; and all Stables, Barns, Outhouſes, Edifices, Buildings, Orchards, Yards, Curtilage, Backſide, Grounds and Hereditaments whatſoever to the ſaid Meſſuage or Tenements belonging, or in any

The Parties.

The Conſideration.

Reference to a Deed of Bargain, *&c.* to be inrolled, *&c.*

The Grant, Releaſe, *&c.*

The Parcels.

General Words.

wiſe appertaining, or therewith uſed or enjoyed, or reputed as Part thereof; and all that Cloſe of Paſture in *Kirkall* aforeſaid, commonly called or known by the Name of *Broad Cloſe*, and containing by Eſtimation twelve Acres, be the ſame more or leſs, [*Here follow more Parcels*] and all Ways, Paths, Paſſages, Waters, Watercourſes, Commons, Common of Paſture, Woods, Underwoods, Eaſements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, every or any Part thereof belonging or in any wiſe appertaining, or with the ſame, or any Part thereof, now or at any Time heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof; and alſo all other the Meſſuages, Lands, Grounds and Hereditaments whatſoever late of the ſaid *Francis Archer*, or now of him the ſaid *Auſtin Archer* in *Kirkall* and *Ort* aforeſaid, or either of them, with their and every of their Appurtenances, (all which ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, are now in the actual Poſſeſſion of the ſaid *Nathaniel North*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Auſtin Archer* for the Term of one whole Year, in Conſideration of 5*s.* to him paid by the ſaid *Nathaniel North*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Auſtin Archer*, of, in, to or out of the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, every or any Part or Parcel thereof, and all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any ways concerning the ſame Premiſſes, or any Part thereof, which he the ſaid *Auſtin Archer* now hath in his Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid Meſſuage or Tenement, Lands, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Nathaniel North*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Nathaniel North*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Auſtin Archer* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Nathaniel North*, his Heirs and Aſſigns, in Manner and Form following; that is to ſay, That (for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid *Auſtin Archer*, or by the ſaid *Edmund Archer*, *Francis Archer* and *John Jones*, or any of them, or any of the Anceſtors of the ſaid *John Jones*, done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid *Auſtin Archer* now is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee of and in the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, to him and his Heirs, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, made void, leſſen, incumber or determine the ſame, (except as is herein after excepted) and that (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) he the ſaid *Auſtin Archer* now at the Time of the Enſealing and Delivery of theſe Preſents hath in himſelf good Right, full Power, and lawful and abſolute Authority to grant and convey the ſame Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Nathaniel North*, his Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents, (except as is herein after excepted) and further, that it ſhall and may be lawful to and for the ſaid *Nathaniel North*, his Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit,

General Words.

Bargain, &c. for a Year mentioned.

Deeds.

Habendum to the Purchaſor in Fee.

The Vendor covenants

that he is ſeiſed in Fee,

free from Incumbrances,

except as after, and that he has Power to convey;

and that the Purchaſor may enter and enjoy,

nefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Auſtin Archer*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſame Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *Edmund Archer*, *Francis Archer* and *John Jones*, or any of them, or any of the Anceſtors of him the ſaid *John Jones*, (except as is herein after excepted) and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Auſtin Archer*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Debts, Legacies, Sum and Sums of Money, Annuities, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Auſtin Archer*, *Edmund Archer*, *Francis Archer* and *John Jones*, or any of them, their or any of their Heirs or Aſſigns, or by any of the Anceſtors of the ſaid *John Jones*, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them, or any of them, or his, their, or any of their Act, Means, Aſſent, Conſent or Procurement, (other than and except a certain Sum of 10*l.* given by the ſaid Will of the ſaid *John Jones*, to be payable out of the Premiſſes from and after his Death at the End of every ſeven Years for ever, to the Overſeers of the Poor of *Kirkall* aforeſaid for the Time being, for the Charitable Uſe and Purpoſe therein mentioned, and by the ſaid Will charged on the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, all future Payments of which ſaid Sum of 10*l.* are to be paid by the ſaid *Nathaniel North*, his Heirs or Aſſigns.) And moreover, that he the ſaid *Auſtin Archer* and his Heirs, and all and every other Perſon or Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under the ſaid *Edmund Archer*, *Francis Archer* and *John Jones*, or any of them, or any of the Anceſtors of the ſaid *John Jones*, (except as before excepted) ſhall and will from Time to Time, and at any Time or Times hereafter during the Space of ſeven Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Nathaniel North*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Nathaniel North*, his Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Nathaniel North*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

free from Incumbrances,

except a perpetual Charity,

which is to be paid by the Purchaſor, *&c.*

Covenant for further Aſſurances.

6

A Deed

A Deed of Releaſe of Lands, &c. which were ſubject to Mortgages and other Incumbrances. The Incumbrances are to be now paid out of the Purchaſe-Money. The Purchaſors are the acting Executors under a Will. Truſtees and Creditors are Parties. A Covenant to levy a Fine. Many Recitals, and other Circumſtances and Covenants, as in the Margin. N° 16.

THIS Indenture quinquepartite, made the tenth Day of *Auguſt Anno Domini* 1730, and in the ſixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain, &c.* between Dame *Amy Aſtry* of the Pariſh of *Bidford* in the County of *Cheſter*, Widow and Relict of Sir *David Aſtry* late of *Enfield* in the County of *Flint*, Bart. deceaſed, and *Gertrude Aſtry* and *Harriot Aſtry* both of the ſaid Pariſh of *Bidford*, Spinſters, (the two ſurviving Daughters of the ſaid Sir *David Aſtry* by the ſaid Dame *Amy Aſtry*, and Deviſees in Fee named in the Laſt Will of *Amy Aſtry*, Spinſter, their late Siſter deceaſed, who was the other Daughter of the ſaid Sir *David Aſtry* by the ſaid Dame *Amy*) of the firſt Part, Sir *David Aſtry* of the Pariſh of *Itton* in the ſaid County of *Flint*, Bart. (only ſurviving Son and Heir of the ſaid *David Aſtry* deceaſed, by the ſaid Dame *Amy Aſtry*, and only Brother and Heir of Sir *Kenelm Aſtry*, Bart. alſo deceaſed, who was the eldeſt Son and Heir of the ſaid Sir *David Aſtry* deceaſed, by her the ſaid Dame *Amy Aſtry*) and *Lionel Oldys* of the ſaid Pariſh of *Itton*, Eſq; only Son and Heir of *Mark Oldys*, Eſq; deceaſed, who was only Son and Heir of *Nicholas Oldys*, Eſq; alſo deceaſed, who was ſecond Son of Sir *Oliver Oldys* heretofore of *Parrow* in the County of *Radnor*, Knt. alſo deceaſed, and who ſurvived the ſaid Sir *Oliver Oldys*, of the ſecond Part, *Saul Slade* of *Titton* in the County of *Salop*, Eſq; only Son and Heir and ſole Executor of *Saul Slade* late of the ſame Place, Eſq; deceaſed, and *Thomas Tall* of *London*, Gent. of the third Part, *Urſula Viner* of *Wam* in the Pariſh of *Xandale* and County of *York*, Widow, of the fourth Part, and *Zara Zouch* of *Alton* in the County of *Bedford*, Widow, *Cyril Church* of *Downhill* in the County of *Eſſex*, Eſq; *Francis Foot* of *London*, Eſq; and *George Gee* of *Harne* in the County of *Kent*, Eſq; (the four acting Executors of *Luke Zouch* late of *Alton* aforeſaid, Eſq; deceaſed) of the fifth Part. The Parties.

Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the twelfth and thirteenth Days of *April* which was in the Year of our Lord 1729, the Releaſe being tripartite, and made or mentioned to be made between *Martin Moor* of *Netton* near the City of *Oxford*, Eſq; of the firſt Part, the ſaid Dame *Amy Aſtry*, and *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry* her Daughters, of the ſecond Part, and the ſaid *Saul Slade* deceaſed, of the third Part, reciting as in the ſame Releaſe is recited, and for the Conſiderations in the ſame Indentures mentioned, the ſaid *Martin Moor*, by and with the Direction and Conſent of the ſaid Dame *Amy Aſtry*, *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*; and alſo the ſaid Dame *Amy Aſtry*, *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, did grant, releaſe and convey unto the ſaid *Saul Slade* deceaſed, his Heirs and Aſſigns, all and every the Meſſuages, Farms, Lands, Tenements, Tithes and Hereditaments herein after by theſe Preſents granted and releaſed, or mentioned ſo to be, with their Appurtenances; To hold the ſame unto and to the Uſe of the ſaid *Saul Slade* deceaſed, his Heirs and Aſſigns for ever, ſubject to Redemption on Payment of the Sum of 16000 *l.* Principal Money, and Intereſt for the ſame after the Rate of 4 *l. per Cent. per Annum*, by the ſaid Dame *Amy Aſtry*, *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Saul Slade* deceaſed, his Executors, Adminiſtrators or Aſſigns, at certain Days and Times therein for that Purpoſe limited, and long ſince paſt. And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the ſixth and ſeventh Days of *June* which was in the Year of our Lord 1729, and made or mentioned to be made between the ſaid Dame *Amy Aſtry*, *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, of the one Part, and the ſaid *Urſula Viner* of the other Part, reciting as in the ſame Releaſe is recited, and for the Conſiderations

Indentures of Leaſe and Releaſe recited, whereby the now Grantors and another and their Truſtees mortgaged in Fee the Lands, *&c.* to the Anceſtor and Teſtator of the now third Party.

The Times of Payment long ſince paſt.

Recital of another Mortgage in Fee, to another, of the ſame Lands, *&c.*

in the ſame Indentures expreſſed, the ſaid mortgaged Meſſuages, Farms, Lands, Tenements and Hereditaments, and the Right and Equity of Redemption thereof (ſubject to the ſaid recited Mortgage made to the ſaid *Saul Slade* deceaſed as aforeſaid) were granted and conveyed, or mentioned to be granted and conveyed by them the ſaid Dame *Amy Aſtry*, *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, unto and to the Uſe of the ſaid *Urſula Viner*, her Heirs and Aſſigns for ever, for the further and better ſecuring to her the ſaid *Urſula Viner*, her Executors, Adminiſtrators and Aſſigns, the Repayment of the Sum of 600 *l.* in the ſame Releaſe mentioned to be by her lent and paid to the ſaid *Amy Aſtry* the Daughter, *Gertrude Aſtry* and *Harriot Aſtry*, (upon a Mortgage and Surrender therein recited to be by them made to her the ſaid *Urſula Viner* of certain Copyhold Meſſuages, Lands and Hereditaments in the ſaid County of *Cheſter*) with Intereſt for the ſame in the mean Time and until Payment thereof after the Rate of 5 *l. per Cent. per Annum* at a Day in the ſame Releaſe for that Purpoſe limited, and long ſince paſt. And whereas the ſaid *Amy Aſtry* the Daughter (who was intitled in Reverſion after the Deceaſe of the ſaid Dame *Amy Aſtry* the Mother to one undivided third Part of the Inheritance and Equity of Redemption of all the ſaid mortgaged Meſſuages, Lands, Hereditaments and Premiſſes) did by her Laſt Will in Writing duly made and publiſhed, bearing Date on or about the tenth of *November* in the ſaid Year of our Lord 1729, and ſince proved *per Teſtes* in the High Court of Chancery (among other Things) give her ſaid third Part, and all other her real Eſtate whatſoever unto the ſaid *Gertrude Aſtry* and *Harriot Aſtry*, who were intitled to the two other undivided third Parts of the ſame Premiſſes in Reverſion as aforeſaid) and to their Heirs and Aſſigns for ever. And whereas by two ſeveral Deeds Poll under the Hands and Seals of the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, the one dated on or about the ſeventh Day of *February* in the ſaid Year of our Lord 1729, and the other dated on or about the firſt Day of *December* in the Year of our Lord 1730, the ſaid Meſſuages, Farms, Lands, Tenements, Tithes and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, were by them the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry* charged with, and made an additional Security to the ſaid *Saul Slade* deceaſed, for the Payment to him, his Executors, Adminiſtrators or Aſſigns, of two ſeveral further Sums of 1300 *l.* and 1300 *l.* (by him advanced and lent to the ſaid *Gertrude Aſtry* and *Harriot Aſtry* at the Time and on the Securities in the ſame Deeds Poll reſpectively mentioned) with Intereſt for both the ſame Sums after the Rate of 5 *l. per Cent. per Ann.* in the mean Time and until Payment thereof reſpectively. And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the eighth and ninth Days of *October* laſt paſt before the Date of theſe Preſents, and made or mentioned to be made between the ſaid *Saul Slade* Party hereto, of the one Part, and the ſaid *Thomas Tall* of the other Part, reciting as in the ſame Releaſe is recited, and for the Conſiderations in the ſame Indentures expreſſed, the ſaid *Saul Slade* Party hereto, did grant, releaſe and convey the ſaid ſeveral Meſſuages, Farms, Lands, Tenements, Tithes and Hereditaments comprized in the ſaid firſt recited Indentures, with their Appurtenances, unto the ſaid *Thomas Tall*, his Heirs and Aſſigns, to the Uſe and Behoof of the ſaid *Thomas Tall* and *Saul Slade* Party hereto, and the Heirs and Aſſigns of him the ſaid *Saul Slade* for ever, nevertheleſs as to the Eſtate of the ſaid *Thomas Tall*, in Truſt for the ſaid *Saul Slade* Party hereto, his Heirs and Aſſigns; as by the ſaid ſeveral Indentures, Deeds Poll and Will, Relation being thereunto reſpectively had, may more fully appear. And whereas there is now juſtly due and owing to the ſaid *Saul Slade* Party hereto, for Principal Monies and Intereſt on the ſaid ſeveral recited Securities ſo made to the ſaid *Saul Slade* deceaſed as aforeſaid, the Sum of 21000 *l.* of lawful Money of *Great Britain*, and no more. And whereas there is now juſtly due and owing unto the ſaid *Urſula Viner* for Principal Monies and Intereſt on her ſaid recited Securities the Sum of 700 *l.* of like Money, and no more. And whereas the ſaid *Gertrude Aſtry* and *Harriot Aſtry*, or one of them, are indebted to the ſaid *Thomas Tall* for Principal Money and Intereſt upon Bond the Sum of 60 *l.* of like Money. And whereas the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee* have contracted and agreed with the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, for the abſolute Purchaſe of the ſaid Meſſuages, Farms, Lands, Tenements, Tithes and Hereditaments herein after by theſe

The Day of Payment long ſince paſt.

The Will of one of the Mortgagors recited,

(proved in Chancery) by which ſhe deviſed to her two Siſters (two of the now Vendors) in Fee.

Two Deeds Poll recited, charging the Premiſſes with further Sums borrowed of the firſt Mortgagee,

with Intereſt.

Other Deeds of Leaſe and Releaſe recited, whereby the Heir of the firſt Mortgagee conveyed to the Uſe of a Truſtee and himſelf in Fee,

in Truſt, &c. for himſelf in Fee.

Recital of what is due to the Heir and Executor of the firſt Mortgagee,

and to the ſecond Mortgagee,

and to another, one of the third Parties, upon Bond.

Recital of the Agreement for the Purchaſe

Preſents granted and releaſed, or mentioned ſo to be, with their Appurtenances, for the Sum or Price of 23000 *l.* of lawful Money of *Great Brtain*, out of which the ſaid ſeveral Sums of 21000 *l.* 700 *l.* and 60 *l.* ſo due and owing to the ſaid *Saul Slade* Party hereto, *Urſula Viner* and *Thomas Tall* reſpectively as aforeſaid, are to be paid off and ſatisfied. Now this Indenture witneſſeth, That in Purſuance of the ſaid recited Agreement, and for and in Conſideration of the Sum of 23000 *l.* of lawful Money of *Great Britain* (Part of the perſonal Eſtate of the ſaid *Luke Zouch*) well and truly paid by the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, at or before the Enſealing and Delivery of theſe Preſents in the Porportions and Manner following; that is to ſay, the Sum of 21000 *l.* (Part thereof) to the ſaid *Saul Slade* Party hereto, the Sum of 700 *l.* (other Part thereof) to the ſaid *Urſula Viner*, and the Sum of 60 *l.* (other Part thereof) to the ſaid *Thomas Tall*, all in Hand paid, at the Requeſt, and by the Direction and Appointment of the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, (teſtified by their being Parties to and their Sealing and Delivery of theſe Preſents) in full for all Principal Monies and Intereſt now due and owing to them the ſaid *Saul Slade* Party hereto, *Urſula Slade* and *Thomas Tall* reſpectively on the ſaid ſeveral recited Securities, and the Sum of 1240 *l.* (Reſidue thereof) to the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, or ſome or one of them, with the Conſent of the others of them, and of the ſaid Sir *David Aſtry* Party hereto, or by their or ſome of their Order and Direction, the Receipt and Payment of which ſaid ſeveral Sums of 21000 *l.* 700 *l.* 60 *l.* and 1240 *l.* accordingly (making together the Sum of 23000 *l.* Purchaſe-Money) they the ſaid *Saul Slade* Party hereto, *Urſula Viner*, *Thomas Tall*, Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, do hereby reſpectively acknowledge, and thereof and of every Part thereof do reſpectively acquit, releaſe and diſcharge the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, and each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, (which ſaid Sum of 23000 *l.* Purchaſe-Money is the ſame Sum of 23000 *l.* mentioned to be the Conſideration Money of one Indenture bearing even Date herewith, inrolled or intended to be inrolled in the High Court of Chancery, and made or mentioned to be made between the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, of the firſt Part, Sir *David Aſtry* Party hereto, of the ſecond Part, the ſaid *Saul Slade* Party hereto, *Thomas Tall* and *Urſula Viner*, of the third Part, and the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, of the fourth Part, purporting to be a Bargain and Sale of the ſaid purchaſed Meſſuages, Lands, Tenements, Tithes and Hereditaments, with their Appurtenances, unto and to the Uſe of them the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns) and in Conſideration of the Sum of 10 *s.* of like Money to the ſaid Sir *David Aſtry* Party thereto, in Hand paid by the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Saul Slade* Party hereto, *Thomas Tall*, *Urſula Viner*, and Sir *David Aſtry* Party hereto, at the Requeſt and by the Direction and Appointment of the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, (teſtified by their being Parties to and their Sealing and Delivery of theſe Preſents) and alſo they the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry* have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, all that Meſſuage or Tenement, with the Appurtenances, in *Enfield* in the ſaid County of *Flint* called the Farm, late or ſometime in the Poſſeſſion of *Peter Penn*, his Aſſigns or Undertenants, and ſince that in the Poſſeſſion of *Robert Rich*, his Undertenants and Aſſigns; and all Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens and Backſides thereunto belonging, and one Cloſe of Paſture Ground to the ſaid Meſſuage or Tenement adjoining and belonging, containing by Eſtimation nine Acres more or leſs, [*Here follow many more Parcels*] and all Manner of Tithes ariſing, renewing or growing, in, upon or out of the ſaid hereby, or mentioned to be hereby granted and releaſed Lands, Meadows, Paſtures, Grounds, Hereditaments and Premiſſes, or any of them,

out of which the Monies due are to be paid.

The Conſideration.

how and to whom paid.

Reference to Deed of Bargain, &c. to be inrolled.

The Grant, Releaſe, &c.

The Parcels.

Tithes.

them, and which did heretofore belong to the Rectory or Parſonage impropriate of *Enfield* in the ſaid County of *Flint*, all which ſaid Meſſuages, Lands, Tenements, Meadows, Paſture, Ground, Tithes, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, with their Appurtenances, are lying, being, ariſing, happening, renewing or increaſing in or within the Manor, Lordſhip, Pariſh, Precincts or Territories of *Enfield* aforeſaid, and now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of *Simon Strut*, *Thomas Treby*, *Peter Penn*, and of them the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, or ſome or one of them, their or ſome or one of their Aſſigns, Leſſees or Undertenants; and alſo all Ways, Waters, Watercourſes, Trees, Woods, Underwoods, Commons, Common of Paſture, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof belonging or in any wiſe appertaining, or therewith or with any Part thereof uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, and alſo all other the Meſſuages, Farms, Lands, Tenements, Tithes and Hereditaments whatſoever of them the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, and of every or any of them, or whereof, or wherein or whereto they, or any of them, or any Perſon or Perſons in Truſt for them, or any of them, is or are ſeiſed of or intitled unto any Eſtate of Freehold or Inheritance at Law or in Equity in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying and being, ariſing, happening, renewing or increaſing in or near *Enfield* aforeſaid, or elſewhere in the ſaid County of *Flint*, with their and every of their Appurtenances, (all which ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, are now in the actual Poſſeſſion of the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, by Virtue of a Bargain and Sale to them thereof made by the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry*, *Harriot Aſtry*, Sir *David Aſtry* and *Saul Slade* Parties hereto, *Thomas Treby* and *Urſula Viner*, for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity of them the ſaid Dame *Amy Aſtry*, Sir *David Aſtry* Party hereto, *Gertrude Aſtry*, *Harriot Aſtry*, *Saul Slade* Party hereto, *Thomas Tall* and *Urſula Viner*, and of every or any of them, of, in, to or out of the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof; and alſo all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes only, or only any Part thereof, which they the ſaid Parties laſt named, or any of them, now have or hath in their or any of their Cuſtodies, or can come by without Suit in Law, together with true Copies of all ſuch other Deeds, Evidences and Writings, as concern the ſame Premiſſes, or any Part thereof, jointly with any other Lands or Hereditaments, ſuch Copies to be written and taken out at the Charges of the ſaid Purchaſors, or ſome or one of them, their or ſome or one of their Heirs; To have and to hold the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, to and for the only proper Uſe and Behoof of them the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, and of their Heirs and Aſſigns for ever. And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, and in Conſideration of the Sum of 10 *s.* of like Money to the ſaid *Lionel Lacy* in Hand paid by the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, at or before the Execution of theſe Preſents,

General Words.

Bargain for a Year mentioned.

General Words.

Deeds, &c.

and Copies.

Habendum to the Purchaſors in Fee.

A Truſtee by Direction, &c.

Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Lionel Lacy*, at the Requeſt and by the Direction and Appointment of the ſaid Dame *Amy Aſtry*, Sir *David Aſtry* Party hereto, *Gertrude Aſtry* and *Harriot Aſtry* (teſtified as aforeſaid) hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, all and all Manner of Tithes, Tenths and Obligations whatſoever yearly coming, growing, ariſing, happening, or renewing, or to come, grow, ariſe, happen or renew, in, upon or out of the ſaid herein before granted and releaſed Meſſuages, Farms, Lands, Hereditaments and Premiſſes, or any of them, or any Part thereof, and which did heretofore belong to the ſaid Parſonage and Rectory impropriate of *Enfield* aforeſaid, which ſaid Tithes and Hereditaments laſt mentioned in and by a certain Indenture tripartite, dated the fifth Day of *December* which was in the Year of our Lord 1655. and made or mentioned to be made between *Vincent Veal* the Younger, Gent. and *Winifred* his Wife, of the firſt Part; *Kenelm Aſtry*, Eſq; (Great Grandfather of the ſaid Sir *David Aſtry* Party hereto, and of the ſaid *Gertrude Aſtry* and *Harriot Aſtry*) and *Xerxes Xoll*, Gent. of the ſecond Part, and the ſaid Sir *Oliver Oldys* and *Nicholas Oldys* of the third Part, were (among other Tithes and Hereditaments) conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto and to the Uſe of the ſaid Sir *Oliver Oldys* and *Nicholas Oldys*, their Heirs and Aſſigns for ever, but really in Truſt for the ſaid *Kenelm Aſtry* and his Heirs, (except as in the ſame Indenture is mentioned to be excepted) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, Profits and Produce of the ſaid laſt herein before granted and releaſed Tithes, Tenths, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Lionel Lacy*, of, in, to or out of the ſame Premiſſes, or any Part thereof, (except before excepted) unto the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, to and for the only proper Uſe and Behoof of them the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, and of their Heirs and Aſſigns for ever. And the ſaid *Saul Slade* Party hereto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, that he the ſaid *Saul Slade*, or his ſaid late Father, or either of them, have not, nor hath at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid herein before granted and releaſed Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, is, are or ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever (except as is herein before recited or mentioned). And the ſaid *Thomas Tall* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, that he the ſaid *Thomas Tall* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid herein before granted and releaſed Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Urſula Viner* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, that ſhe the ſaid *Urſula Viner* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid herein before granted and releaſed Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid Sir *David Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George*

Grants, &c.

The Tithes, &c.

which had been formerly conveyed to his Anceſtor

in Truſt, with Exception.

General Words.

The Heir and Executor of the firſt Mortgagee covenants that neither he, &c. have done any Thing to incumber.

The like from the Bond-Creditor.

The like from the ſecond Mortgagee.

The like from a Truſtee.

Gee, their Heirs and Aſſigns, that he the ſaid Sir *David Aſtry* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid herein before granted and releaſed Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Lionel Lacy* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, that he the ſaid *Lionel Oldys* hath not heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Tithes, Tenths, Hereditaments and Premiſſes by him herein before granted and releaſed, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid Dame *Amy Aſtry* for herſelf and her Heirs, and the ſaid Sir *David Aſtry* for himſelf and his Heirs, and the ſaid *Gertrude Aſtry* for herſelf and her Heirs, and the ſaid *Harriot Aſtry* for herſelf and her Heirs, do ſeverally covenant, promiſe, grant and agree to and with the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, that they the ſaid Dame *Amy Aſtry*, Sir *David Aſtry* Party hereunto, *Gertrude Aſtry* and *Harriot Aſtry*, ſhall and will at the Coſts and Charges of the ſaid Purchaſors, or ſome or one of them, as of *Trinity* Term now laſt paſt, or before the End of *Michaelmas* Term next enſuing the Date hereof, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* one or more Fine or Fines *ſur Conuzance de droit come ceo*, *&c.* whereupon Proclamation ſhall and may be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed unto the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, or ſome or one of them, and their Heirs, or the Heirs of one of them, of all the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame, as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed, of the ſame Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they, or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, to be and enure unto and for the only proper Uſe and Behoof of them the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, and of their Heirs and Aſſigns for ever. And the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry* do, and each and every of them doth for themſelves, and each and every of them, their, and each and every of their Heirs, Executors and Adminiſtrators, jointly and ſeverally further covenant, promiſe, grant and agree to and with the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, by theſe Preſents in Manner following; that is to ſay, That for and notwithſtanding any Act, Matter or Thing whatſoever by them the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, or any of them, or by the ſaid *Amy Aſtry*, Sir *Kenelm Aſtry* and Sir *David Aſtry* all deceaſed, or any of them, or by any of the Anceſtors of the ſaid Sir *David Aſtry* deceaſed, or by any Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary, they the ſaid *Saul Slade* Party hereto, *Thomas Tall*, *Urſula Viner*, *Lionel Oldys*, Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, or ſome or one of them, are or ſtand, or is or ſtandeth lawfully, rightfully and abſolutely ſeiſed in their, or one of their Demeſne as of Fee of and in the Meſſuages, Farms, Lands, Tene-

The like from another Truſtee.

The Vendors covenant to levy a Fine *come ceo*,

with Proclamations

to the Purchaſors in Fee,

to enure to their Uſe.

The Vendors covenant

that they or, *&c.* are or is ſeiſed in Fee

ments,

ments, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, to them, or ſome or one of them, and their Heirs, or the Heirs of ſome or one of them, without any Revocation, Uſe or Uſes, or any other Act, Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame, (except as is herein after excepted) and alſo that for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, they the ſaid *Saul Slade* Party hereto, *Thomas Tall*, *Urſula Viner*, *Lionel Oldys*, Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, ſome or one of them, now have or hath in themſelves, or ſome or one of them, good Right, full Power, and lawful and abſolute Authority to grant and convey the ſame Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of them the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport and true Meaning of theſe Preſents, (except as is herein after excepted). And further, that it ſhall and may be lawful to and for them the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Meſſuage, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by them the ſaid Dame *Amy Aſtry*, Sir *David Aſtry* Party hereto, *Gertrude Aſtry* and *Harriot Aſtry*, or any of them, their or any of their Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſame Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them, or any of them, or from, by or under the ſaid *Amy Aſtry*, Sir *Kenelm Aſtry* and Sir *David Aſtry* all deceaſed, or any of them, or any of the Anceſtors of the ſame Sir *David Aſtry*, (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by them the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, or ſome or one of them, or their or ſome or one of their Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rent, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by them the ſaid Dame *Amy Aſtry*, Sir *David Aſtry* Party hereto, *Gertrude Aſtry*, *Harriot Aſtry*, *Amy Aſtry* deceaſed, Sir *Kenelm Aſtry* and Sir *David Aſtry* deceaſed, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, or from, by or under their, or any of their Act, Means, Aſſent, Conſent, Privity or Procurement, other than and except a certain Fee-farm or other yearly Rent of 40*l.* commonly called the *Savoy* Rent, now or late or ſometime paid or payable to the Crown for the whole Manor of *Enfield*, which ſaid whole yearly Rent is to be paid and payable by the ſaid *Zacheus Zouch* (the now Owner of the other Part of the ſaid Manor) his Heirs and Aſſigns, for and during the natural Life of her the ſaid Dame *Amy Aſtry*, and from and after her Deceaſe the yearly Sum of 19*l.* (Part thereof) is to be paid and payable by and out of the ſaid hereby granted and releaſed Premiſſes, or ſome Part thereof; and the yearly Sum of 21*l.* (Reſidue thereof) is from thenceforth to continue payable and to be paid by the ſaid *Zacheus Zouch*, his Heirs and Aſſigns; and except one Indenture dated on or about the tenth Day of *June*, which was in the Year of our Lord 1700. whereby the ſaid Sir *David Aſtry*, for the Conſiderations therein mentioned, did demiſe and grant (among other Lands

with Power to convey,

and for quiet Enjoyment,

free from Incumbrances,

except a Fee-Farm Rent to the Crown,

and a Term,

and

and Hereditaments) the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, unto *Adam Allen* and *Bryan Bell*, Eſqs. their Executors, Adminiſtrators and Aſſigns, from thenceforth for the Term of Ninety-nine Years, upon divers Truſts therein mentioned, which have been all long ſince performed, the now Reſidue of which ſaid Term as to the ſaid hereby, or mentioned to be hereby granted and releaſed Meſſuages, Farms, Lands, Tithes, Hereditaments and Premiſſes, by Deed Poll dated the eighth Day of this Inſtant Month of *Auguſt*, and indorſed on the ſaid Indenture of Releaſe of the thirteenth of *April* 1729. was aſſigned or mentioned to be aſſigned unto *Charles Cater* of *London*, Gent. his Executors, Adminiſtrators and Aſſigns, in Truſt to attend the Freehold and Inheritance of the ſame Premiſſes, to protect the ſame from all meſne Incumbrances, if any be; and except one Indenture dated on or about the fourth Day of *Auguſt* 1719. whereby the ſaid Dame *Amy Aſtry* demiſed the ſame Meſſuages, Farms, Lands, Tithes, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Gertrude Aſtry*, her Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſame Indenture for the Term of Ninety-nine Years, if ſhe the ſaid Dame *Amy Aſtry* ſhould ſo long live; and except one other Indenture dated on or about the firſt Day of *June* which was in the Year of our Lord 1724. whereby the ſaid Dame *Amy Aſtry* for the Conſiderations therein mentioned did demiſe and grant the ſame Meſſuages, Farms, Lands, Tithes, Hereditaments and Premiſſes, with their Appurtenances, unto *David Diggs*, Gent. his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſame Indenture for the Term of one Thouſand Years, ſubject to ſuch Power of Redemption as in the ſame Indenture was in that Behalf mentioned and contained; the now Reſidue of both which ſaid laſt mentioned Terms are aſſigned or intended to be forthwith aſſigned by the ſeveral Truſtees in whom the ſame are now veſted, in Truſt for the ſaid *Saul Slade* Party hereto, unto Truſtees named or to be named by the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, or ſome of them, in Truſt for them the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, and to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes hereby, or mentioned to be hereby conveyed, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any be; and except ſuch Judgments as by an Indenture bearing even Date herewith made between the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry* of the firſt Part, the ſaid *David Diggs* and ſeveral other Judgment Creditors therein named of the ſecond Part, the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, of the third Part, and the ſaid *Charles Cater* of the fourth Part, are aſſigned or intended to be aſſigned unto the ſaid *Charles Cater*, his Executors, Adminiſtrators and Aſſigns, in Truſt for them the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, to the End and Intent to protect and preſerve the ſaid hereby, or mentioned to be hereby granted and releaſed Meſſuages, Farms, Lands, Tithes, Hereditaments and Premiſſes, from all meſne Charges and Incumbrances, if any be; and except a Leaſe made by the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, or ſome or one of them, unto *Edmund Edge*, of Part of the ſaid hereby granted and releaſed Premiſſes from *Chriſtmas* 1720. for the Term of fourteen Years, at and under the yearly Rent of 170 *l.* payable Half-yearly; and one other Leaſe made by the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry*, or ſome or one of them, unto the ſaid *Peter Penn*, of other Part of the ſaid hereby granted and releaſed Premiſſes from *Chriſtmas* 1728. for the Term of fourteen Years, at and under the yearly Rent of 150 *l.* payable Half-yearly, which ſaid ſeveral yearly Rents ſhall from henceforth during the Continuance of the ſaid ſeveral and reſpective Leaſes be paid and payable unto them the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns. And the ſaid Dame *Amy Aſtry*, *Gertrude Aſtry* and *Harriot Aſtry* do, and each and every of them doth hereby for themſelves and each of them, their and each of their Heirs, Executors and Adminiſtrators, jointly and ſeverally further covenant, promiſe, grant and agree to and with the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, their Heirs and Aſſigns, that they the ſaid Dame *Amy Aſtry*, *Gertrude*

the Truſts of which have been performed,

and which has been aſſigned to attend;

and except two other Terms which are now to be aſſigned,

in Truſt for the Purchaſors

to attend,

and except certain Judgments mentioned,

which are to be aſſigned, &c. to protect, &c.

and except certain Leaſes,

the Rents to go to the Purchaſors.

The Vendors covenant for further Aſſurances.

trude Aſtry and *Harriot Aſtry*, and their Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for them, or any of them, or from, by or under the ſaid *Amy Aſtry*, Sir *Kenelm Aſtry*, and Sir *David Aſtry* deceaſed, or either of them, or any of the Anceſtors of the ſame Sir *David Aſtry*, (except as is herein before excepted) ſhall and will from Time to Time, and at all Times hereafter during the Space of ſeven Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Zara Zouch*, *Cyril Church*, *Francis Foot* and *George Gee*, or ſome or one of them, their or ſome or one of their Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds, Devices, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes with their Appurtenances, unto and to the Uſe of them the ſaid Purchaſors their Heirs and Aſſigns, as by them, or any of them, their or any of their Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain no further or other Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make the ſame, and ſo as the Party or Parties making ſuch further Aſſurances, be not compelled or compellable for making ſuch further Aſſurances to travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

A Deed of Releaſe, &c. *whereby an elder Brother conveys his paternal Eſtate to his younger Brother in Tail Male, in Performance of a Condition in the Will of their maternal Grandfather, by which he deviſed his Eſtate to the now Grantor, upon the Terms and in Manner herein recited. The Grantor, by another Deed of this Date, which is recited, revokes his Marriage-Settlement of his paternal Eſtate, and makes new Appointments of Jointure*, &c. *purſuant to a Power in that Settlement contained; other Matters as in the Margin.* — N° 17.

THIS Indenture, made the ſecond Day of *February* in the Year of our Lord 1734. and in the eighth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *&c.* between *Adam Aſh* of, *&c.* Eſq; Grandſon of *Barnaby Bing* late of, *&c.* Eſq; deceaſed, and eldeſt Son and Heir now living of *Caleb Aſh*, late of, *&c.* Eſq; deceaſed, by *Delia Aſh* his late Wife alſo deceaſed, who was one of the Daughters of the ſaid *Barnaby Bing*, and alſo Brother and Heir of *Fulk Aſh* late of, *&c.* Eſq; deceaſed, who whilſt living was eldeſt Son and Heir of the ſaid *Caleb Aſh* deceaſed, by the ſaid *Delia Aſh* his late Wife deceaſed, of the one Part, and *Gregory Aſh* of, *&c.* Eſq; only Brother now living of the ſaid *Adam Aſh*, of the other Part. Whereas the ſaid *Barnaby Bing* in and by his Laſt Will and Teſtament in Writing by him duly publiſhed, bearing Date on or about the twenty-eighth Day of *February* which was in the Year of our Lord 1722. did (among other Things) give and deviſe all and every his Lordſhips, Manors, Meſſuages, Lands, Tenements and Hereditaments, ſituate, lying and being in the ſeveral Counties of *Huntingdon*, *Kent*, *Lincoln* and *Monmouth*, or elſewhere in *England*, (not ſettled by Act of Parliament) as well thoſe purchaſed by or in the Names of his Truſtees, as all others to which he was intitled in Law or Equity (except as is therein mentioned and excepted) unto

The Parties.

The Will of the maternal Grandfather of the Grantor and Grantee recited, whereby he deviſed Lands, *&c.* to Truſtees,

his then Wife *Olivia Bing*, *Paul Peg*, *Ralph Roll*, *Saul Slade*, *Titus Tall*, *Valentine Viner* and *William Wade*, Eſqs. their Heirs and Aſſigns, (ſubject to and charged with the Payment of the ſeveral Annuities or yearly Rents-Charge therein mentioned) to divers Uſes and upon divers Truſts therein expreſſed; and (among others which are ſince determined) to the Uſe and Behoof the ſaid *Adam Aſh*, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte, with Remainder to the ſaid *Paul Pegg* and *Ralph Roll* and their Heirs during his natural Life, in Truſt to preſerve the contingent Remainders therein after limited from being barred or defeated, with Remainder to the firſt and other Sons of the ſaid *Adam Aſh* ſucceſſively in Tail Male, with divers Remainders over, and ſubject to divers Powers, Proviſos, Reſtrictions and Limitations therein mentioned, in which ſaid in Part recited Will was and is contained (among others) a Proviſo to the Effect following; that is to ſay, Provided always, and the Uſes thereby limited to the ſaid *Adam Aſh* for his Life, and to the ſaid *Paul Pegg* and *Ralph Roll* and their Heirs for and during his natural Life, for preſerving the contingent Remainders to his Sons, and the Uſes thereby limited to the Sons of the ſaid *Adam Aſh* ſucceſſively in Tail Male, were ſo limited on Condition, that if the ſaid Teſtator *Barnaby Bing* ſhould die leaving no Iſſue Male of his Body, and *Xantippe Slade*, *Zacharias Zouch* and *Fulk Aſh* (all therein before named) ſhould ſeverally die without Iſſue Male of their Bodies reſpectively, whereby the ſaid *Adam Aſh*, or in caſe of his Death one of his Sons ſhould become ſeiſed of the Premiſſes in Poſſeſſion ſo limited thereby to come to the ſaid *Adam Aſh*, and after to his Sons in Tail Male, that then if the ſaid *Adam Aſh*, or ſuch of his Sons who ſhould be firſt ſeiſed in Poſſeſſion of the Premiſſes as aforeſaid, being of full Age, ſhould not by good and ſufficient Conveyances and Aſſurances in the Law convey and aſſure unto or to the Uſe of the ſaid *Gregory Aſh* and the Heirs Male of his Body, if the ſaid *Gregory Aſh* ſhould be then living, or if he ſhould be then dead, having left one or more Son or Sons then living, to his only Son if but one, or to his eldeſt Son if more than one, and to the Heirs Male of the Body of the ſaid *Gregory Aſh* lawfully to be begotten, within three Months then next, if the ſaid *Caleb Aſh* ſhould be then dead, and if not then dead within three Months next after his Deceaſe, and ſuch Son of the ſaid *Adam Aſh* ſeiſed as aforeſaid ſhould attain his Age of twenty-one Years as aforeſaid, all and every the Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments whatſoever ſettled upon the Sons of the ſaid *Caleb Aſh* and the ſaid *Delia Aſh* deceaſed, ſucceſſively in Remainder in Tail Male, upon their Intermarriage in and by the Indenture quadrupartite of Settlement therein before mentioned, bearing Date on or about the ſecond Day of *November* which was in the Year of our Lord 1700. or otherwiſe, then the Uſes in and by the ſaid Will limited to the ſaid *Adam Aſh*, and to the ſaid *Paul Pegg* and *Ralph Roll*, in Truſt as aforeſaid, and to the Sons of the ſaid *Adam Aſh* in Tail Male as aforeſaid ſhould ceaſe, determine and be utterly void; and for Default of Iſſue Male of the ſaid *Adam Aſh*, or upon the Determination of the precedent Eſtates limited to the Uſes of him for his Life, and of the ſaid Truſtees and their Heirs during his Life for preſerving the contingent Remainders as aforeſaid, and of his ſeveral Sons, and the Heirs Male of their ſeveral Bodies in Manner aforeſaid, by Virtue of the ſaid Proviſo therein and herein before mentioned, which of them ſhould firſt happen, the ſaid *Barnaby Bing* in and by his ſaid Will deviſed his ſaid Lordſhips, Manors, Meſſuages, Lands, Tenements and Hereditaments, to the Uſe of the ſaid *Gregory Aſh* for the Term of his natural Life, with Remainder to the aforeſaid Truſtees and their Heirs during Life, in Truſt to preſerve the contingent Remainders therein after limited from being barred or defeated, with Remainder to the firſt and other Sons of the ſaid *Gregory Aſh* ſucceſſively in Tail Male, with divers Remainders over, and ſubject to the Powers, Proviſoes, Reſtrictions and Limitations therein mentioned. And the ſaid *Barnaby Bing* did in and by his ſaid Will further give, deviſe and bequeath all the Reſt and Reſidue of his Exchequer Annuities therein before mentioned, and all his Eſtate and Intereſt therein, and all the Reſt, Reſidue and Remainder of his perſonal Eſtate whatſoever and whereſoever not therein before diſpoſed of, and all his Mortgages and Securities for Money whatſoever, and all his Eſtate and Intereſt therein (his juſt Debts and Funeral Charges being firſt paid

(among other Uſes ſince determined) to the Uſe of the Grantor for Life, *ſans* Waſte,

Remainder to Truſtees to preſerve, *&c.*

Remainder to the firſt and other Sons of the Grantor in Tail Male ſucceſſively, *&c.*

Proviſo that if the Grantor, *&c.* ſhould become ſeiſed,

and ſhould not convey to the Uſe of his next Brother (the now Grantee) in Tail Male

the Manors ſettled upon the Grantor, *&c.* by his Father's Marriage Settlement,

then the Uſes to him, *&c.* of the deviſed Lands were to ceaſe,

and the ſame Lands were deviſed over to the ſecond Brother, *&c.*

and he deviſed Exchequer Annuities and the Reſidue of his perſonal Eſtate, *&c.*

and ſatisfied) unto his ſaid Truſtees, their Heirs, Executors, Adminiſtrators and Aſſigns, nevertheleſs in Truſt, and to and for the Uſes, Intents and Purpoſes therein, and in Part herein after mentioned concerning the ſame; (that is to ſay) in Truſt to diſpoſe and lay out the ſame entirely or by Parts, as Opportunity might ſerve, in the purchaſing Manors, Meſſuages, Lands, Tenements and Hereditaments of Inheritance in Fee-ſimple in *England* (with ſuch Approbation as was therein mentioned) to be ſettled and ſecured to the ſeveral Uſes, Truſts, Intents and Purpoſes, and by and under all and every the Limitations, Powers of Revocation, and other Powers, Conditions, Reſtrictions and Agreements as were therein before limited, directed and appointed, of, for, and concerning his the ſaid Teſtator's real Eſtate therein before deviſed to his ſaid Truſtees, to the Uſe of his Daughter *Xantippe Slade*, with Remainders as therein mentioned, but ſubject to and charged with and as a Security for the ſeveral Annuities, Rents-Charge, Legacies and Appointments therein mentioned or referred to. And the ſaid *Barnaby Bing* did in and by his ſaid Will direct, that the Intereſt and Produce of his ſaid Reſiduary Perſonal Eſtate until diſpoſed of as aforeſaid ſhould be paid and applied from Time to Time to ſuch Perſon and Perſons as would be intitled to the Rents, Iſſues and Profits of the Manors, Meſſuages, Lands, Tenements and Hereditaments, if a Purchaſe or Purchaſes had been actually made with the ſame; as in and by the ſaid in Part recited Will, Relation being thereunto had, may (among other Things) more fully appear. And whereas by Indentures of Leaſe and Releaſe and Settlement bearing Date reſpectively the ſecond and third Days of *June* which was in the Year of our Lord 17 3, the Releaſe and Settlement being quadrupartite, and made or mentioned to be made between the ſaid *Adam Aſh* of the firſt Part, *Barnard Ball* of *Barton* in the County of *Cumberland*, and *Diana Aſh* the now Wife of the ſaid *Adam Aſh*, (by her then Name of *Diana Ball* the Daughter and only Child of the ſaid *Barnard Ball)* of the ſecond Part, *Edmund Ball* of, *&c.* Eſq; Brother of the ſaid *Barnard Ball*, and *Francis Faunt* of *Gardalls* in the County of *Hertford*, Eſq; of the third Part, and *Joſeph Jenks* of, *&c.* and *Kenrick Keſtle* of, *&c.* of the fourth Part, reciting (among other Things) the Marriage then intended, and which was ſoon after had and ſolemnized between the ſaid *Adam Aſh* and the ſaid *Diana Aſh* his now Wife, in Conſideration of the ſaid then intended Marriage, and for other the Conſiderations in the ſaid laſt mentioned Indenture of Releaſe and Settlement expreſſed, the ſaid *Adam Aſh* did grant, releaſe and convey unto the ſaid *Edmund Ball* and *Francis Faunt*, their Heirs and Aſſigns, all and every the Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, (being all the Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments, which in and by the ſaid Indenture of the ſaid ſecond Day of *November* 1700, were ſettled upon the Sons of the ſaid *Caleb Aſh* by the ſaid *Delia Aſh* his late Wife ſucceſſively in Remainder in Tail Male, upon the Intermarriage of the ſaid *Caleb Aſh* and *Delia Aſh* as aforeſaid) To hold the ſame unto the ſaid *Edmund Ball* and *Francis Faunt*, their Heirs, and Aſſigns, (after the Solemnization of the ſaid then intended Marriage) to the Uſe of the ſaid *Adam Aſh* for the Term of his natural Life, without Impeachment of Waſte, with Remainder to the ſaid *Edmund Ball* and *Francis Faunt*, and their Heirs during his Life, in Truſt to preſerve the contingent Uſes and Remainders thereof therein after limited from being defeated or deſtroyed; and from and after the Deceaſe of the ſaid *Adam Aſh*, to the Uſe, Intent and Purpoſe that the ſaid *Diana Aſh*, if ſhe ſhould him ſurvive, ſhould and might out of the ſame Premiſſes have, receive and take one yearly Rent or annual Sum of 3000 *l.* for the Term of her natural Life, for and in the Name of a Jointure, and in Lieu and Satisfaction of Dower, to be paid unto her or her Aſſigns Quarterly, free of all Deductions, in Manner therein mentioned, with ſuch Powers and Remedies by Diſtreſs and Entry for Recovery of the ſame yearly Rent (in caſe of Nonpayment thereof) as in the ſame Releaſe and Settlement are and were in that Behalf expreſſed and contained, with Remainder to the ſaid *Edmund Ball* and *Francis Faunt*, their Executors, Adminiſtrators and Aſſigns, for the Term of two hundred Years, to commence from the Time of the Deceaſe of the ſaid *Adam Aſh*, without Impeachment of Waſte, in Truſt for better ſecuring the Raiſing and Payment of the ſaid yearly Rent or annual Sum of 3000 *l.* in Manner aforeſaid, and ſubject

to his Truſtees

to lay out in Purchaſes,

to be ſettled to the ſame Uſes, *&c.*

and directed the Intereſt, *&c.* to be paid to the Perſons intitled to the Rents, *&c.* of the Lands when purchaſed.

The Grantor's Marriage Settlement recited,

whereby the Grantor conveyed the Lands limited to him by his Father's Marriage Settlement,

to the Uſe of himſelf for Life, *ſans* Waſte, Remainder to Truſtees in Truſt to preſerve, *&c.* Remainder to raiſe an Annuity for his Wife for a Jointure.

Remainder to Truſtees for a Term, *ſans* Waſte, for better ſecuring the jointure.

ſubject to a Proviſo therein contained for making void the ſaid Term of two hundred Years on the Deceaſe of the ſaid *Diana Aſh*, and Payment of all the then Arrears of the ſaid yearly Rent or annual Sum of 3000 *l.* with Remainder as to all the ſame Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, to the firſt and other Sons of the ſaid *Adam Aſh*, by the ſaid *Diana Aſh* his now Wife ſucceſſively in Tail Male, with Remainder to him the ſame *Adam Aſh*, his Heirs and Aſſigns for ever. In and by which ſaid laſt mentioned Indenture of Releaſe and Settlement the ſaid *Adam Aſh* did covenant and agree to and with the ſaid *Edmund Ball* and *Francis Faunt*, to the Effect following; that is to ſay, That if it ſhould happen that he the ſaid *Adam Aſh* ſhould be actually ſeiſed in Poſſeſſion, or become intitled to the Poſſeſſion of the Manors, Lands and Hereditaments limited to him for his Life, with Remainders over, by the Will of the ſaid *Barnaby Bing* as aforeſaid, (the ſaid then intended Marriage having taken Effect, and the ſaid *Diana Aſh* being then living) then and in ſuch Caſe he the ſaid *Adam Aſh* ſhould and would during the joint Lives of himſelf and the ſaid *Diana Aſh* pay, or cauſe to be paid to the ſaid *Edmund Ball* and *Francis Faunt*, their Executors and Adminiſtrators, one Annuity or yearly Rent of 1000 *l.* free from Taxes, and all other Deductions, Quarterly to be by them paid over to the proper Hands of the ſame *Diana Aſh*, or to ſuch Perſon or Perſons as ſhe ſhould appoint for her peculiar Maintenance and Expence, and to be for her ſeparate Uſe and Diſpoſal in Manner therein mentioned, and alſo ſhould and would within the Space of three Months next after he ſhould be ſo ſeiſed in Poſſeſſion, or become intitled to the Poſſeſſion of the ſame Manors, Lands and Hereditaments, ſecure thereout, or out of a competent Part thereof, the ſaid Annuity or yearly Rent of 1000 *l.* to the ſaid *Edmund Ball* and *Francis Faunt*, their Executors, Adminiſtrators and Aſſigns, during the joint Lives of the ſaid *Adam Aſh* and *Diana Aſh*, in Truſt for her ſeparate Uſe and Benefit for the Purpoſes and in Manner as aforeſaid. And further, that when and ſo ſoon as he the ſaid *Adam Aſh* ſhould be ſeiſed in Poſſeſſion, or intitled to the Poſſeſſion of the ſame Manors, Lands and Hereditaments, under the ſame Will (if the ſaid then intended Marriage ſhould take Effect, and the ſaid *Diana Aſh* ſhould be then living) he the ſame *Adam Aſh* ſhould and would grant, aſſign, limit and appoint, to and for the Uſe of, or in Truſt for the ſaid *Diana Aſh*, for or in the Name of her Jointure, ſuch Part or Parts of the ſame Manors, Lands and Hereditaments whereof he ſhould be ſo ſeiſed or intitled to the Poſſeſſion as aforeſaid, as ſhould amount in the Whole to the annual Value of 5000 *l.* without any Deduction or Abatement, according to the true Intent and Meaning of the ſame Will, and to the full Extent of the Power thereby given to him in that Behalf, in which ſaid laſt mentioned Indenture of Releaſe and Settlement was and is contained a Proviſo, that if it ſhould happen that the ſaid *Adam Aſh*, or any Son of his Body on the Body of the ſaid *Diana Aſh* to be begotten, ſhould at any Time thenafter be ſeiſed in Poſſeſſion, or become intitled to the Poſſeſſion of the Manors, Lands and Hereditaments, by the Will of the ſaid *Barnaby Bing* limited to him for his Life, with Remainders over as aforeſaid, then and in ſuch Caſe the Uſes and Eſtates therein before limited to him for his Life, with Remainders over as aforeſaid, then and in ſuch Caſe the Uſes and Eſtates therein before limited to the ſaid *Edmund Ball* and *Francis Faunt* and their Heirs for the Life of the ſaid *Adam Aſh*, and all and every the Uſes therein before limited to the ſaid *Edmund Ball* and *Francis Faunt* and their Heirs for the Life of the ſaid *Adam Aſh*, and all and every the Uſes therein before limited to the ſaid *Edmund Ball* and *Francis Faunt* and their Heirs for the Life of the ſaid *Adam Aſh*, and all and every the Uſes therein before limited to the Sons of the ſaid *Adam Aſh* on the Body of the ſaid *Diana Aſh* to be begotten, ſhould ceaſe, determine, and be utterly void; and that if it ſhould happen that the ſaid *Adam Aſh* ſhould at any Time thenafter be ſeiſed in Poſſeſſion, or become intitled to the Poſſeſſion of the ſame Manors, Lands and Hereditaments, by or under the ſame Will (the ſaid *Diana Aſh* being then living) and he the ſaid *Adam Aſh* ſhould have effectually ſecured to the ſaid *Edmund Ball* and *Francis Faunt*, their Executors and Adminiſtrators, in Truſt for the ſaid *Diana Aſh*, an Annuity or annual Sum of 1000 *l.* during the joint Lives of the ſaid *Adam Aſh* and *Diana Aſh*, for her ſeparate Uſe and Diſpoſal in Manner therein before mentioned; and ſhould

Remainder to firſt and other Sons of the Marriage ſucceſſively in Tail Male, Remainder to himſelf in Fee, and covenanted that if he ſhould be ſeiſed of the Lands, &c. deviſed, &c.

he would pay an Annuity to Truſtees for the ſeparate Uſe of his Wife,

and ſecure the ſame upon the Lands deviſed,

and that he

would appoint a Part for her Jointure exceeding the Proviſion made out of his paternal Eſtate;

Proviſo that if he, &c. or any Son of the Marriage ſhould be ſeiſed under the Will, that the Uſes of the Eſtates ſettled by the Settlement ſhould determine,

and that if he ſhould be ſeiſed under the Will (his Wife living) and ſhould have ſecured an Annuity, &c. for her ſeparate Uſe,

ſhould have ſettled or appointed to or for her the ſaid *Diana Aſh*, for or in the Name of a Jointure, ſuch Part or Parts of the ſaid Manors, Lands and Hereditaments laſt mentioned as aforeſaid, according to the true Intent and Meaning of his Covenant therein before contained in that Behalf, then and in ſuch Caſe the ſaid Rent-charge of 3000 *l. per Annum* therein before limited in Uſe to the ſaid *Diana Aſh* for her Life, and the Remedies for the ſame, and the ſaid Term of two hundred Years therein before limited to the ſaid *Edmund Ball* and *Francis Faunt*, for the better raiſing or ſecuring thereof, ſhould alſo ceaſe, determine and be void; as by the ſaid recited Indentures of Leaſe and Releaſe, Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid *Barnaby Bing* died without Iſſue Male of his Body, and the ſaid *Xantippe Slade* and the ſaid *Zacharias Zouch*, and the ſaid *Fulk Aſh*, are all ſince dead without Iſſue Male of any of their reſpective Bodies; and upon the Deceaſe of the ſaid *Xantippe Slade*, which happened on or about the third Day of *November* laſt paſt before the Date of theſe Preſents, he the ſaid *Adam Aſh* became ſeiſed in Poſſeſſion, or intitled to the Poſſeſſion of the Manors, Meſſuages, Lands and Hereditaments, in and by the ſaid Will of the ſaid *Barnard Bing* deviſed, ſettled and limited, and directed to be purchaſed, and ſettled and limited to the Uſe of him the ſaid *Adam Aſh* for his Life, with Remainders over as aforeſaid, (but ſubject to ſuch of the ſeveral Annuities, Rents-Charges, Sums of Money, and other Charges and Appointments in and by the ſaid Will charged thereon, or made payable thereout, as are yet ſubſiſting and undetermined, and likewiſe ſubject to the ſaid Proviſo and Condition in the ſaid Will contained, for the ſaid *Adam Aſh*'s conveying and aſſuring unto and to the Uſe of the ſaid *Gregory Aſh* and the Heirs Male of his Body, all and every the ſaid Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments comprized in and ſettled by the ſaid Indenture quadrupartite of the ſaid ſecond Day of *November*, or mentioned ſo to be, according to the true Intent and Meaning of the ſaid *Barnaby Bing* in his ſaid Will in that Behalf expreſſed, and within the Time thereby for that Purpoſe limited). And whereas by Indenture bearing even Date herewith, and made or mentioned to be made between the ſaid *Adam Aſh* and the ſaid *Diana Aſh* his now Wife of the one Part; and the ſaid *Edmund Ball* and *Francis Faunt* of the other Part; for the more abſolute ceaſing, determining and making void of all and every the Uſes, Eſtates, Term for Years, Charges and Limitations, in and by the ſaid Indenture of Settlement of the ſaid third Day of *June* 1733, limited, created or charged, or mentioned or agreed to be limited, created or charged, of, in or upon the ſaid laſt mentioned Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, every or any Part thereof, ſave only the ſaid Uſes and Eſtates thereby limited to the ſaid *Adam Aſh* for his Life, and to his own right Heirs, according to the ſaid Proviſoes and Agreements in the ſame Indenture in that Behalf contained, and to the Intent to enable him the ſame *Adam Aſh* the more effectually to ſettle, convey and aſſure the ſame Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Gregory Aſh* and the Heirs Male of his Body as aforeſaid, according to the Direction of the ſaid *Barnaby Bing* in his ſaid Will in that Behalf expreſſed, and in Purſuance and Peformance of the Covenants and Agreements on the Part of the ſaid *Adam Aſh* in the ſaid laſt recited Indenture of Releaſe and Settlement in that Behalf contained, and for other the Conſiderations in the ſaid Indenture bearing even Date herewith expreſſed, he the ſaid *Adam Aſh* hath in and by the ſame Indenture given and granted unto the ſaid *Edmund Ball* and *Francis Faunt*, their Executors and Adminiſtrators, for and during the joint Lives of himſelf the ſaid *Adam Aſh* and of the ſaid *Diana Aſh* his now Wife, in Truſt for the ſole, ſeparate and peculiar Uſe and Benefit of her the ſame *Diana Aſh*, and to be at her ſole and ſeparate Diſpoſe, one Annuity, yearly Rent or Sum of 1000 *l.* of lawful Money of *Great Britain*, free of all Taxes and other Deductions to be iſſuing, going, had, received and taken out of ſeveral Manors, Meſſuages, Lands, Tenements and Hereditaments in the ſame Indenture particularly mentioned and deſcribed, (being Part of the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments by the ſaid Will of the ſaid *Barnaby Bing* deviſed, ſettled and limited, and directed to be purchaſed, and ſettled and limited to the Uſe of the ſaid *Adam Aſh* for his Life, with Remainder over as aforeſaid) to be paid and payable at ſuch Times and in ſuch

and a Jointure, &c. on the paternal Eſtate, they ſhould ceaſe,

and the Term.

Recital of Deaths, and precedent Limitations, &c. ſpent, &c. and that the Grantor became ſeiſed of the deviſed Lands, &c.

Another Deed of this Date recited, between the Grantor and his Wife, and Truſtees in their Marriage Settlement, for making void the Uſes, &c. of the paternal Eſtate, and to enable the Grantor to ſettle it on his younger Brother according to the Will of the maternal Grandfather, and in Purſuance, &c. of Covenants, &c. he hath granted a Rent-charge to Truſtees, for his Wife's Pin-Money,

to iſſue out of Part of the Grandfather's Eſtate,

Manner, and with ſuch Remedies for the ſame, as in the ſaid Indenture bearing even Date herewith are in that Behalf mentioned, expreſſed and contained; and for the Conſiderations, Ends, Intents and Purpoſes aforeſaid, and in Purſuance and Performance of the ſaid Covenant and Agreement in the ſaid Indenture of the ſaid third Day of *June* 1733. contained on the Part of the ſaid *Adam Aſh* to be in that Behalf performed, and in Purſuance, and by Force and Virtue of the ſaid recited Power and Authority to him in that Behalf given in and by the ſaid recited Will of the ſaid *Barnaby Bing*, he the ſaid *Adam Aſh* hath in and by the ſaid Indenture bearing even Date herewith granted, aſſigned, limited and appointed unto the ſaid *Diana Aſh* his now Wife, and her Aſſigns, one Annuity, yearly Rent or Sum of 5000 *l.* of like lawful Money for and during the Term of her natural Life, as and for and in the Name of a Jointure, and in Lieu, Stead and Satisfaction of Dower, the ſame Annuity, yearly Rent or Sum to be iſſuing, going, had, received and taken, by and out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Indenture bearing even Date herewith particularly mentioned and deſcribed, and to commence from and immediately after the Deceaſe of the ſaid *Adam Aſh*, and to be paid and payable unto the ſaid *Diana Aſh*, or her Aſſigns, free from all Taxes and other Deductions whatſoever, at the Place, Days and Times, and with ſuch Remedies for the ſame as in the ſaid laſt mentioned Indenture are in that Behalf expreſſed; as by the ſaid laſt mentioned Indenture, Relation being thereunto had, may more fully and at large appear. Now this Indenture witneſſeth, That in Obedience and Compliance with the ſaid recited Proviſo and Condition in the ſaid recited Will of the ſaid *Barnaby Bing* contained, and the true Intent and Meaning of him the ſaid *Barnaby Bing* therein expreſſed, or thereby ſignified for the ſaid *Adam Aſh*'s conveying and aſſuring unto and to the Uſe of the ſaid *Gregory Aſh* and the Heirs Male of his Body, all and every the ſaid Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments comprized in, and ſettled by the ſaid Indenture quadrupartite of the ſaid ſecond Day of *November* 1700. or mentioned ſo to be, with their Appurtenances; and to the End and Intent that he the ſaid *Adam Aſh* for his Life, and his firſt and other Sons ſucceſſively in Tail Male, may become legally and effectually intitled unto and quieted in the Poſſeſſion of all and every the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, in and by the ſaid Will of the ſaid *Barnaby Bing* deviſed, ſettled and limited, and directed to be purchaſed, and ſettled and limited to the Uſe of him the ſaid *Adam Aſh* for his Life, with Remainders over as aforeſaid, or mentioned or intended ſo to be, (ſubject and charged and chargeable as the ſame Premiſſes are now ſubject and charged and chargeable by Virtue of or under the ſame Will) and for and in Conſideration of the natural Love and Affection which the ſaid *Adam Aſh* hath and beareth unto the ſaid *Gregory Aſh* his only ſurviving Brother, and for barring all Eſtates-tail now in him the ſaid *Adam Aſh*, and the Heirs Male of his Body, of and in ſuch Part and Parts of the ſaid Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments herein after granted and releaſed as are now in Jointure, to *Leonora Lane* (the Widow and Relict of the ſaid *Caleb Aſh* deceaſed, and now Wife of *Matthew Lane*, of, *&c.*) and for ſettling, limiting, conveying and aſſuring of all the ſame Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments, with their Appurtenances, unto and to the Uſe of the ſaid *Gregory Aſh* and the Heirs Male of his Body, according to the Directions and true Intent and Meaning of the ſaid *Barnaby Bing*, in and by his ſaid Will in that Behalf ſignified and expreſſed, and that freed and diſcharged of and from all Incumbrances made or done by him the ſaid *Adam Aſh*, (but ſubject to the ſaid Jointure of the ſaid *Leonora Lane*, and to the Mortgages herein after excepted) and for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to the ſaid *Adam Aſh* in Hand paid by the ſaid *Gregory Aſh* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Aſh* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Gregory Aſh* and the Heirs Male of his Body lawfully to be begotten, all thoſe the Manors of *Nelborne* and *Offerton*, with their Rights, Members and Appurtenances in the County of *Pembroke*; and alſo all that the Rectory impropriate of *Nelborne*, with the Appurtenances, in the ſaid County of *Pembroke*;

and hath granted another Rent-charge to her for her Jointure in Lieu of Dower, iſſuing out of Landstherein, *&c.*

Tax free.

The Intent

and Conſideration of Love and Affection, and for barring Eſtates-tail in the paternal Lands, *&c.* now in Jointure to his Mother, and for conveying to the younger Brother all the paternal Eſtate, free from Incumbrances, but ſubject to the Mother's Jointure and ſome Mortgages.

The Grant and Releaſe, *&c.*

The Parcels, Manors, Rectories impropriate, Glebe Lands, Tithes, Advowſons, *&c.*

and all Glebe Lands, Tithes, Profits and Commodities to the ſame belonging, and the Advowſon, Donation, Preſentation and Right of Patronage of the Vicarage of *Nelborne* aforeſaid; and alſo all that the Manor-Houſe of *Nelborne* aforeſaid, with its Appurtenances, and the Rectory impropriate of *Offerton* aforeſaid, with the Appurtenances, in the ſame County; and all Glebe Lands, and Tithes of Corn and Grain in *Offerton* aforeſaid, and the Moiety of the Tithes of Lambs and Wool in *Offerton* aforeſaid, and the Advowſon, Donation, Preſentation and Right of Patronage of the Vicarage of *Offerton cum Quinton* in the ſaid County of *Pembroke*; and all thoſe the Manors and Lordſhips of *Radſtone*, *Seaford*, *Thorndon*, *Utterby* and *Weſthop* in the County of *Angleſea*, with their and every of their Rights, Members and Appurtenances; and alſo all that the Park of *Radſtone*, with the Appurtenances, in the ſaid County of *Angleſea*; and alſo all that Meadow called *Brinton Meadow* in *Crowdon* and *Denſdon*, or in one of them, in the ſaid County of *Angleſea*; and all and every the Meſſuages, Farms, Lands, Tenements, Tithes and Hereditaments whatſoever, whereof or wherein the ſaid *Adam Aſh*, or any other Perſon or Perſons to the Uſe of or in Truſt for him, are or is ſeiſed of any Eſtate of Freehold or Inheritance either in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying, being, ariſing or renewing within the Towns, Hamlets, Fields, Pariſhes or Precincts of *Nelborne*, *Offerton*, *Seaford*, *Thorndon*, *Utterby* and *Weſthop*, every or any of them, in the ſaid Counties of *Pembroke*, *Angleſea* and *Cumberland*, every or any of them; and all and every the Farms, Parks, Meſſuages, Edifices, Buildings, Dove-houſes, Orchards, Gardens, Tofts, Croſts, Curtilages, Lands, Tenements, Tenths, Tithes, Oblations, Meadows, Feedings, Paſtures, Woods, Underwoods, Coppices, Timber and Timber-Trees, Rights, Commons, Waſtes, Waſte Grounds, Furzes, Moors, Marſhes, Waters, Watercourſes, Mills, Ponds, Pools, Wears, Fiſhings, Wrecks, Rents, Reverſions and Services, Courts, Courts-Leet, Courts-Baron, Liberties, Law-days and View of Frankpledge, Fines, Amerciaments, Reliefs, Eſcheats, Waifs, Eſtrays, Goods and Chattels of Felons and Fugitives, free Warrens, Fairs, Markets, Tolls, Cuſtoms, Ways, Paſſages, and all other Rights, Royalties, Franchiſes, Juriſdictions, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid ſeveral Manors, Lordſhips, Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, every or any of them, or any Part thereof, in any wiſe belonging or appertaining, or accepted, reputed, taken, known, demiſed, letten, uſed or enjoyed as Part, Parcel or Member of them, or any of them; and alſo all other the Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments whatſoever which by the ſaid Indenture dated on or about the ſaid ſecond Day of *November*, which was in the Year of our Lord 1700. were ſettled, or mentioned to be ſettled, upon the Sons of the ſaid *Caleb Aſh* by the ſaid *Delia Aſh* his late Wife ſucceſſively in Remainder in Tail Male as aforeſaid, with their and every of their Rights, Royalties, Members and Appurtenances, (all which ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Gregory Aſh*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Adam Aſh* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Gregory Aſh*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity of him the ſaid *Adam Aſh*, of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof; and alſo all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any ways concerning the ſame Premiſſes, or any Part thereof, which he the ſaid *Adam Aſh* now hath in his Cuſtody, or can come by without Suit of Law; To have and to hold the ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended

General Words.

Bargain, &c. for a Year mentioned.

General Words.

Deeds, &c.

Habendum.

tended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Gregory Aſh* and the Heirs Male of his Body lawfully to be begotten, to the only proper Uſe and Behoof of him the ſaid *Gregory Aſh*, and of the Heirs Male of his Body lawfully to be begotten for ever, (ſubject nevertheleſs to the Eſtate for Life of the ſaid *Leonora Lane*, of and in ſuch Part and Parts of the ſame Premiſſes as are now in Jointure to her for her Life). And for the Conſiderations, Ends, Intents and Purpoſes aforeſaid, the ſaid *Adam Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Gregory Aſh* and his Heirs, that he the ſaid *Adam Aſh* or his Heirs ſhall and will at his or their own proper Coſts and Charges, as of *Michaelmas* Term now laſt paſt, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *ſur Conuzance de Droit come ceo*, whereupon Proclamations ſhall and may be had and made, according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Gregory Aſh* and his Heirs, of all ſuch Part and Parts and ſo much of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, hereby, or mentioned to be hereby granted and releaſed, as are now in Jointure to the ſaid *Leonora Lane* for her Life, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet, which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be levied and acknowledged, and all and every other Fine and Fines, Common Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, by or between the ſaid Parties hereto, or either of them, or whereunto they, or either of them, are, is or ſhall be Party or Parties, or Privy or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared by the ſaid Parties to theſe Preſents, to be and enure unto and for the only proper Uſe and Behoof of him the ſaid *Gregory Aſh*, and of the Heirs Male of his Body lawfully to be begotten for ever, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. And the ſaid *Adam Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Gregory Aſh*, his Heirs and Aſſigns, in Manner following; that is to ſay, That it ſhall and may be lawful to and for the ſaid *Gregory Aſh* and the Heirs Male of his Body, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy all and every the ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, (ſubject to the ſaid Eſtate for Life of the ſaid *Leonora Lane* of and in ſuch Part and Parts thereof as are now in Jointure to her for her Life as aforeſaid) and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, (ſubject as aforeſaid) without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Adam Aſh*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſame Premiſſes or any Part thereof, from, by or under, or in Truſt for him, them or any of them (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Adam Aſh*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had,

to the Grantee in Tail Male,

ſubject to the Mother's Jointure.

The Grantor covenants to levy Fines

of the Parts in Jointure.

The Uſes thereof declared

to the Grantee in Tail Male.

The Grantor covenants for quiet Enjoyment,

ſubject to the Jointure,

free from Incumbrances, except as after mentioned,

had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Adam Aſh*, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them, or any of them, except ſuch Leaſes for Years as are now in being and ſubſiſting unto ſeveral Tenants of ſeveral Parts and Parcels of the Premiſſes, at and under the full and improved yearly Rents for the ſame Premiſſes reſpectively; and other than and except the ſaid Eſtate for Life of the ſaid *Leonora Lane*, of and in ſuch Part and Parts of the ſame Premiſſes as by Indenture dated the thirtieth Day of *November* in the Year of our Lord 1718. were to her limited for her Life for her Jointure by the ſaid *Caleb Aſh* her late Huſband, in Purſuance of a Power to him in that Behalf given or reſerved in and by the ſaid Indenture quadrupartite of the ſaid ſecond Day of *November* 1700. (and which Premiſſes do not exceed the yearly Value of 1500*l.* or thereabouts;) and except the Reſidue of a Term of one thouſand Years of and in the Premiſſes in the ſaid County of *Pembroke*, or great Part thereof, which by Indenture quinquepartite of Releaſe and Settlement, dated on or about the thirtieth Day of *October* 1695. (made previous and in order to the Marriage of the ſaid *Caleb Aſh* with *Elizabeth Every* his firſt Wife) was limited to Truſtees therein named, in Truſt for raiſing 20000*l.* for the Portions of the Daughter or Daughters of the ſame Marriage in Caſe of Failure of Iſſue Male of the ſame *Caleb Aſh* by the ſaid *Elizabeth* (which Caſe afterwards happened;) and by Indenture quadrupartite of Aſſignment dated the ſecond Day of *September* 1727. and made or mentioned to be made between *Francis Figg*, of the firſt Part, the ſaid *Fulk Aſh* of the ſecond Part *Gregory Gray* and *Harriot Gray* his Wife, only Daughter of the ſaid *Caleb Aſh* by the ſaid *Elizabeth*, of the third Part, and the ſaid *Olivia Bing* and *Saul Slade* (two of the Executors of the ſaid Will of the ſaid *Barnaby Bing)* of the fourth Part, the then Reſidue of the ſaid Term of one thouſand Years was aſſigned unto the ſaid *Olivia Bing* and *Saul Slade*, their Executors, Adminiſtrators and Aſſigns, by Way of Mortgage for ſecuring to them (as Executors of the ſaid *Barnaby Bing)* the principal Sum of 21600*l.* and Intereſt for the ſame; upon which ſaid Mortgage there now only remains due the principal Sum of 10000*l.* and no more, the ſaid *Adam Aſh* having with his own Monies paid off 11600*l.* (in Part of the ſaid principal Sum of 21600*l.*) as by two Receipts under the Hands of the ſaid *Olivia Bing* and *Saul Slade*, both of them indorſed on the laſt mentioned Indenture, and the one dated the third Day of *November* 1732. (being for 6000*l.* Part of the ſaid 11600*l.* and the other dated the firſt Day of this Inſtant Month of *February* being for 5600*l.*) the Reſidue of the ſaid 11600*l.* Relation being thereunto reſpectively had, may appear; and alſo except one Indenture dated the thirtieth day of *November* 1726. whereby the ſaid *Fulk Aſh* granted and demiſed the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes in the ſaid County of *Angleſea*, unto *John Joyce*, Eſquire, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date thereof, for the Term of one thouſand Years without Impeachment of Waſte, by way of Mortgage, the now Reſidue of which ſaid laſt mentioned Term is ſince by meſne Aſſignments or otherwiſe, become veſted in *Kenedy Kidd*, Eſquire, by way of Mortgage for ſecuring to him the principal Sum of 7000*l.* (which was wholly borrowed and received by the ſaid *Fulk Aſh* in his Life-time, and no Part thereof by the ſaid *Adam Aſh)* which ſaid ſeveral Sums of 10000*l.* and 7000*l.* ſo due and owing to the ſaid Executors of the ſaid *Barnaby Bing* and *Kenedy Kidd* reſpectively as aforeſaid, amount in the Whole to the Sum of 17000*l.* and no more, being the like Sum of 17000*l.* which the ſaid hereby granted and releaſed Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or ſome Part thereof at the Time the ſaid *Barnaby Bing* made and publiſhed his ſaid laſt Will and Teſtament, were incumbered with, and ſubject to, for the Portion of the ſaid *Harriot Gray*, and are no more or greater, he the ſaid *Adam Aſh* having with his own Monies paid off the aforeſaid Sum of 11600*l.* in Part of the Monies with which the ſame Premiſſes were incumbered at the Time the ſame deſcended and came to him upon the Deceaſe of the ſaid *Fulk*

except Leaſes,

and the Jointure,

and the Reſidue of a long Term

for raiſing Portions for Daughters

which has been mortgaged for that Purpoſe.

A certain Sum now remaining due,

and except a Mortgage Term.

Aſh his late Brother, but having in no wiſe incumbered the ſame himſelf, or for his own Benefit. And moreover, that he the ſaid *Adam Aſh*, and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them (except the ſaid ſeveral Perſons whoſe ſeveral Eſtates and Intereſts are herein before excepted, for and in reſpect only of ſuch their ſaid ſeveral excepted Eſtates and Intereſt) ſhall and will from Time to Time, and at all Times hereafter upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Gregory Aſh*, his Heirs, Executors or Adminiſtrators, make, do, acknowledge, levy, execute and ſuffer, or cauſe or procure to be made, done, acknowledged, levied, executed and ſuffered, all and every ſuch further and other lawful and reaſonable Acts, Deeds, Devices, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Feoffment, Common Recovery or Recoveries, or otherwiſe howſoever, for the further, better, more perfect and abſolute Granting, Conveying, Settling and Aſſuring of all the ſame Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe and Behoof of the ſaid *Gregory Aſh*, and of the Heirs Male of his Body lawfully to be begotten, (but ſubject as aforeſaid) as by the ſaid *George Aſh*, his Heirs, Executors or Adminiſtrators, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And it is declared by and between the ſaid Parties to theſe Preſents, that the Aſſurance and Conveyance hereby made ſhall be a full Performance of the ſaid recited Condition in the Will of the ſaid *Barnaby Bing* mentioned touching the Conveying the ſaid paternal Eſtate to the ſaid *Gregory Aſh* in Tail as aforeſaid; and the ſaid *Gregory Aſh* doth hereby accept the ſame in full Performance of the ſaid Condition accordingly. In Witneſs, *&c.*

The Grantor covenants for further Aſſurances.

The Parties declare this Conveyance to be a Performance of the Condition in the Will; and the Grantee accepts it.

N° 18. *A Deed of Releaſe of Copperas-Works (which are become a ſcanty Security) to the Mortgagee of them; and a Sale and Aſſignment of the Stock and Utenſils. This Conveyance being by Tenant in Tail Male, with the immediate Remainder in Fee expectant; he covenants to levy a Fine of them, to the Uſe of the Releſſee; the Conſideration is the Mortgage-Money.*

THIS Indenture made the ſecond Day of *December Anno Domini* 1731. and in the fifth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain, &c.* between *Adam Allen* of, *&c.* in the County of *Bedford*, Gent. only Son and Heir of *Charles Allen* late of *London*, Merchant, by *Clara* his late Wife, formerly *Clara Carr* (both deceaſed) of the one Part, and *Daniel Allen* of *Hatton-Garden* in the Pariſh of St. *Andrew Holborn* in the County of *Middleſex*, Eſq; of the other Part. Whereas there is now due and owing to the ſaid *Daniel Allen* upon the Mortgage herein after excepted of the herein after granted, releaſed, and aſſigned fourth Part of the Copperas-Houſe, Copperas-Beds, Furnaces, Grounds and Hereditaments, Goods, Utenſils and Things herein after mentioned, the Sum of 400 *l.* of lawful Money of *Great Britain*, principal Money, beſides many Years Arrears of Intereſt for the ſame, which by Reaſon of the great Fall and Decay of the Rent, Produce and Value of the ſaid Copperas-Houſe, Copperas-Beds, Furnaces, Grounds and Hereditaments, is much more than the ſaid mortgaged fourth Part thereof is worth to be ſold, and therefore in Conſideration thereof, the ſaid *Adam Allen*, who is well intitled to the Equity

The Parties.

Recital of Money due upon a Mortgage of a fourth Part of Copperas-Works, *&c.*

which is become a ſcanty Security,

Equity of Redemption of the ſaid herein after granted and releaſed fourth Part and Hereditaments, to him and the Heirs Male of his Body, with the immediate Remainder thereupon expectant to him and his Heirs, hath agreed abſolutely to releaſe, convey and aſſign the ſame fourth Part and Premiſſes, and all his Right and Equity of Redemption of, in and to the ſame, unto and to the Uſe of the ſaid *Daniel Allen*, his Heirs, Executors, Adminiſtrators and Aſſigns, reſpectively in Manner herein after mentioned. Now this Indenture witneſſeth, That for and in Conſideration of the ſaid Sum of 400 *l.* and the Intereſt thereof ſo due and owing to the ſaid *Daniel Allen*, upon the ſaid Mortgage as aforeſaid, and in full Satisfaction and Diſcharge of and for the ſame, and for docking and barring all Eſtates-tail, and all Reverſions and Remainders thereupon expectant or depending of and in the ſaid fourth Part and Hereditaments herein after granted and releaſed, every or any Part thereof, and for conveying, limiting and aſſuring the ſame unto and to the Uſe of the ſaid *Daniel Allen*, his Heirs and Aſſigns, free from all Equity of Redemption whatſoever; and for and in Conſideration of the Sum of 5 *s.* of like Money to the ſaid *Adam Allen* in Hand paid by the ſaid *Daniel Allen* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Allen* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Daniel Allen*, his Heirs and Aſſigns, all that full fourth Part of him the ſaid *Adam Allen* (the whole in four equal Parts to be divided) of and in all that Copperas-Houſe, and of and in the Copperas-Beds, Furnaces, Ciſterns, Cellars, Yards, Grounds, Out-houſes, Ways, Eaſements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever to the ſaid Copperas-Houſe and Premiſſes belonging or appertaining, or therewith uſed, occupied or enjoyed, with all and ſingular their Appurtenances ſituate, lying, or being in or near *Elland*, in the Pariſh of *Fulkirk* in the County of *Hertford*; and alſo all that the Liberty, Power and Privilege of gathering, taking and carrying away of Copperas-Stones in, upon, through, over and from the Manor of *Jont*, alias *Junt*, in the ſaid County of *Hertford*, and all other the Parts and Shares of him the ſaid *Adam Allen* of, in, to or out of the ſaid Copperas-Houſe, Copperas-Beds, Hereditaments, and other the Premiſſes, every or any Part thereof, (all which ſaid fourth Part, Hereditaments and Premiſſes hereby or mentioned to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Daniel Allen*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Adam Allen* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Daniel Allen* in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Adam Allen* of, in, to or out of the ſaid fourth Part, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, every or any Part thereof, and alſo all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes only, or only Part thereof, which he the ſaid *Adam Allen* now hath in his Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid fourth Part, Hereditaments, and all and ſingular other the Premiſſes, hereby, or mentioned to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Daniel Allen*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Daniel Allen*, and of his Heirs and Aſſigns for ever, free from all Right and Equity of Redemption of him the ſaid *Adam Allen*, his Heirs or Aſſigns, by Virtue of, or under the aforeſaid Mortgage, or otherwiſe howſoever. And for the Conſiderations and Purpoſes aforeſaid, the ſaid *Adam Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Daniel Allen*, his Heirs and Aſſigns, that he the ſaid *Adam Allen* ſhall and will at the Coſts and Charges of the ſaid *Daniel Allen* or his Heirs, ſome time before the End of *Trinity* Term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* one Fine *ſur Conuzance*

and that it is agreed to convey abſolutely.

The Conſideration, the Money and Intereſt, and for Barring Entails, &c.

The Grant, &c.

The Grant, Releaſe, &c.

The Parcels.

Bargain for a Year mentioned.

General Words.

Deeds.

Habendum

to the Vendee in Fee.

Covenant to levy a Fine.

Conuzance de droit come ceo, &c. whereupon Proclamation ſhall and may be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed unto the ſaid *Daniel Allen*, and his Heirs, of the ſaid hereby, or mentioned to be hereby granted and releaſed fourth Part, Hereditaments and Premiſſes, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, and other Deſcriptions to aſcertain the ſame, as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied or executed, or hereafter to be had, made, levied or executed, of the ſame fourth Part, Hereditaments and Premiſſes, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or either of them, or whereunto they, or either of them are or ſhall be Party or Parties, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between the ſaid Parties to theſe Preſents, to be and enure unto and for the only proper Uſe and Behoof of him the ſaid *Daniel Allen* and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Adam Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe and grant and agree to and with the ſaid *Daniel Allen*, his Heirs and Aſſigns, that he the ſame *Adam Allen*, or the ſaid *Charles Allen* and *Clara* his late Wife, or either or any of them have not, nor hath done or committed any Act, Matter or Thing whereby the Premiſſes, or any Part thereof, is, are, ſhall or may be impeached or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever, except one Indenture dated the twentieth Day of *July* 1697. and made or mentioned to be made between the ſaid *Charles Allen* and *Clara* his then Wife of the firſt Part, *Kenrick Kent*, Eſq; of the ſecond Part, and *Lewis Carr*, Eſq; and the ſaid *Daniel Allen* of the third Part, whereby for the Conſiderations therein mentioned, the ſaid *Charles Allen* and *Clara* his then Wife, did grant, bargain and ſell the ſaid fourth Part, Hereditaments and Premiſſes herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, unto the ſaid *Lewis Carr* and *Daniel Allen*, their Executors, Adminiſtrators and Aſſigns, Share and Share alike as Tenants in Common, and not as Joint-Tenants, for the Term of five hundred Years without Impeachment of Waſte, ſubject to Redemption on Payment to the ſaid *Lewis Carr*, his Executors, Adminiſtrators or Aſſigns, of the Sum of 300*l.* principal Money and Intereſt for the ſame after the Rate of 6*l. per Cent. per Annum*; and to the ſaid *Daniel Allen*, his Executors, Adminiſtrators or Aſſigns of the Sum of 200*l.* principal Money, and the like Intereſt for the ſame, at the Days in the ſaid Indenture limited for Payment of the ſame principal Sums and Intereſt, the Eſtate and Intereſt of which ſaid *Lewis Carr* of and in the ſaid mortgaged Premiſſes, did ſince by meſne Aſſignments or otherwiſe become legally veſted in the ſaid *Daniel Allen*, whereby he became ſolely poſſeſſed of and intereſted in the whole of the ſaid mortgaged Premiſſes in his own Right for all the then Reſidue of the ſaid Term of five hundred Years therein, ſubject to Redemption on Payment to him of the principal Money and Intereſt due on the ſaid Mortgage, and the now Reſidue of which ſaid Term of five hundred Years of and in the whole of the ſaid mortgaged Premiſſes he the ſaid *Daniel Allen* hath already lately aſſigned unto *Matthew Moor* of the ſaid Pariſh of St. *Andrew Holborn*, *London*, Eſq; his Executors, Adminiſtrators and Aſſigns in Truſt for him the ſaid *Daniel Allen*, his Heirs and Aſſigns, and to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes hereby or mentioned to be hereby conveyed, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any be.) And this Indenture further witneſſeth, That for the Conſiderations aforeſaid the ſaid *Adam Allen* hath given, granted, bargained, ſold and aſſigned, and by theſe Preſents doth give, grant, bargain, ſell and aſſign unto the ſaid *Daniel Allen*, his Executors, Adminiſtrators and Aſſigns, all his the ſaid *Adam Allen*'s fourth Part and other Part and Share of, in and to all ſuch Copperas, Stones, Coals, Iron, Caſks, Veſſels, Utenſils, Implements, and other Goods, Chattels and Things as now are, or at any Time or Times hereafter ſhall

to the Uſe of the Purchaſer in Fee.

The Vendor covenants againſt Acts done by himſelf and ſome Anceſtors, &c.

except a Mortgage-Term which is here recited,

which has been aſſigned to attend, &c.

The Aſſignment of the Goods,

ſhall be in or upon the aforeſaid Premiſſes, or uſed or employed in or about the aforeſaid Copperas-Houſe for making of Copperas, or for carrying on the Trade or Employment of making Copperas, and all the Benefit and Advantage thereof; To have, hold and enjoy the ſame, and every Part thereof, unto the ſaid *Daniel Allen*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit, and as his and their own Goods and Chattels from henceforth abſolutely and for ever. In Witneſs, *&c.*

A Deed of Releaſe, by a Mother, Son, and Mortgagee in Fee, of a Brewhouſe, &c. (with Exceptions) to a Purchaſor; the Mortgage-Money, and other Money lent, being now paid out of the Purchaſe-Money. A Truſtee of a Term which had been raiſed for the Benefit of the Mortgagee, now (by Direction) agrees to ſtand poſſeſſed, to protect, &c. for the Benefit of the Purchaſor. N° 19.

THIS Indenture quadrupartite, made the twenty-fifth Day of *May Anno Domini* 1731, and in the fourth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *&c.* between *Anne Atton* of *New Bond-Street* in the Pariſh of St. *George Hanover-Square* in the County of *Middleſex*, and Relict of *Abel Atton* late of the Pariſh of St. *Margaret Weſtminſter*, in the ſaid County of *Middleſex*, Eſq; deceaſed, and *Bevil Atton* late of *Whitehall* but now of *New Bond-Street* aforeſaid, Eſq; only Child and Heir Apparent of the ſaid *Anne Atton* by the ſaid *Abel Atton*, of the firſt Part; Sir *Charles Crow* of the City of *Weſtminſter*, Bart. of the ſecond Part, the Reverend *Ezra Ent* of the Pariſh of St. *Margaret Weſtminſter* aforeſaid, Doctor in Divinity, of the third Part, and *Francis Crow* of the ſaid City of *Weſtminſter*, Eſq; of the fourth Part. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the firſt and ſecond Days of *April* which was in the Year of our Lord 1726, and Fine thereupon levied, the ſaid *Anne Atton* and *Bevil Atton*, for the Conſiderations in the ſame Indentures mentioned, did grant and convey unto and to the Uſe of the ſaid Sir *Charles Crow*, his Heirs and Aſſigns, by way of Mortgage in Fee, the Brewhouſe, Storehouſe, Dwelling-houſe, Rooms, Buildings, Stables, Coach-houſes, Ground and Hereditaments herein after granted and releaſed or mentioned ſo to be, with their Appurtenances, ſubject to a Proviſo in the ſaid Indenture of Releaſe contained for Redemption of the ſaid mortgaged Premiſſes on Payment of the Principal Sum of 300 *l.* Principal Money, and Intereſt for the ſame at the Rate of 5 *l. per Cent. per Annum*, by the ſaid *Anne Atton* and *Bevil Atton*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, unto the ſaid Sir *Charles Crow*, his Executors, Adminiſtrators or Aſſigns, at a Day therein for that Purpoſe limited and long ſince paſt, as by the ſaid firſt recited Indentures and Fine, Relation being thereunto reſpectively had, may more fully appear. And whereas there is now due and owing to the ſaid Sir *Charles Crow* by and from the ſaid *Anne Atton* and *Bevil Atton*, or one of them, for Principal Money and Intereſt on the ſaid recited Mortgage, and for Monies ſince lent and advanced to them, or one of them, by the ſaid Sir *Charles Crow*, upon Note or otherwiſe, the Sum of 422 *l.* 10 *s.* of lawful Money of *Great Britain*, which they the ſaid *Anne Atton* and *Bevil Atton* do hereby own and acknowledge. And whereas the ſaid *Ezra Ent* has contracted and agreed with the ſaid *Anne Atton* and *Bevil Atton* for the abſolute Purchaſe of the ſaid Brewhouſe, Storehouſe, Dwelling-houſe, Rooms, Buildings, Stables, Coach-houſes, Ground and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, for the Sum or Price of 850 *l.* of lawful Money of *Great Britain*, out of which the ſaid Sum of 422 *l.* 10 *s.* ſo due and owing to the ſaid Sir *Charles Crow*, as aforeſaid, is to be paid off and ſatisfied. Now this Indenture witneſſeth, that in Purſuance of the ſaid recited Agreement, and for and in Conſideration of the Sum of 422 *l.* 10 *s.* of lawful Money of *Great Britain*, (in Part of the ſaid Sum of 850 *l.* Purchaſe-Money) to the ſaid Sir *Charles Crow* in Hand well and truly paid by the ſaid *Ezra Ent*, at or before the Execution of theſe Preſents,

The Parties.

A Mortgage in Fee, by Leaſe and Releaſe and Fine, recited;

and what is now due upon the Mortgage and otherwiſe,

and of the Agreement for the Purchaſe.

The Conſideration.

The Mortgage-Money paid off, and a further Sum paid.

at the Requeſt and by the Direction and Appointment of the ſaid *Anne Atton* and *Bevil Atton*, (teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents) in full for all Principal Money and Intereſt now due and owing to him the ſaid Sir *Charles Crow* by and from the ſaid *Anne Atton* and *Bevil Atton*, or either of them, upon the ſaid recited Mortgage and Security, or otherwiſe howſoever, and for and in Conſideration of the further Sum of 427 *l.* 10 *s.* of like Money, (Reſidue and in full of the ſaid Sum of 850 *l.* Purchaſe-Money) to them the ſaid *Anne Atton* and *Bevil Atton*, or one of them with the Conſent of the other of them, in Hand alſo well and truly paid by the ſaid *Ezra Ent*, at or before the Execution of theſe Preſents, the Receipt and Payment of which ſaid ſeveral Sums of 422 *l.* 10 *s.* and 427 *l.* 10 *s.* accordingly (making together the ſaid Sum of 850 *l.* Purchaſe-Money) they the ſaid Sir *Charles Crow* and *Anne Atton* and *Bevil Atton* do hereby reſpectively acknowledge, and thereof and of every Part thereof do reſpectively acquit, releaſe and diſcharge the ſaid *Ezra Ent*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents; the ſaid Sir *Charles Crow*, at the Requeſt and by the Direction and Appointment of the ſaid *Anne Atton* and *Bevil Atton*, (teſtified as aforeſaid) and alſo they the ſaid *Anne Atton* and *Bevil Atton* have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Ezra Ent*, his Heirs and Aſſigns, all that Brewhouſe, Storehouſe and Dwelling-houſe adjoining to the ſaid Brewhouſe, (being Part and Parcel, or ſometime heretofore Part or Parcel of the Capital Meſſuage, commonly known by the Name or Sign of the *Talbot* Inn) with the Stable, Hayloft, Yard, Shed, Penthouſe, Chambers, Rooms, Lights, Eaſements, Ways, Paſſages, Watercourſes, Profits, Commodities, Advantages and Appurtenances whatſoever to the ſaid Brewhouſe, Storehouſe and Dwelling-houſe, every or any of them belonging, or in any wiſe appertaining, or therewith uſed and enjoyed, formerly in the Tenure or Occupation of *George Gun*, Eſq; or his Aſſigns, and ſince that in the Tenure or Occupation of *Henry Hunt* Brewer, or his Aſſigns, and late the Inheritance of *John Jones*, Eſq; deceaſed, ſituate and being in or near *Maſham-Street* in the ſaid Pariſh of St. *Margaret Weſtminſter* in the ſaid County of *Middleſex*, (except out of theſe Preſents the Room, Chamber or Loft over the ſaid Storehouſe, and the Uſe of the Way or Paſſage to the ſame, as it late or ſometime ſince was uſed in common between *Noah Norris*, Eſq; and the ſaid *George Gun*, and their Aſſigns); and all that Piece or Parcel of Ground adjoining to the ſaid Brewhouſe, ſituate, lying and being in the *Talbot* Yard on the Weſt Side of *Maſham-Street* aforeſaid; together with the ſeveral Tenements, Buildings, Storehouſes and other Erections now ſtanding and being in and upon the ſame, containing in Length from North to South on the Eaſt Side [*Here particular Deſcription of Bounds*, &c.] and alſo all Ways, Paſſages, Commodities and Appurtenances to the ſaid Piece or Parcel of Ground, Tenements, Buildings, Edifices and Premiſſes laſt hereby granted and releaſed, or mentioned ſo to be, or any Part thereof belonging or in any wiſe appertaining, late or ſometime in the Tenure or Occupation of the ſaid *Henry Hunt*, his Under-tenants or Aſſigns, [*Here follow more Parcels*]; all which ſaid Brewhouſe, Storehouſe, Dwelling-houſe, Rooms, Buildings, Stables, Coach-houſes, Piece or Parcel of Ground, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Ezra Ent*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Anne Atton*, *Bevil Atton* and Sir *Charles Crow*, for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Ezra Ent*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Anne Atton* and *Bevil Atton* and Sir *Charles Crow*, and of every or any of them, of, in, to or out of the ſaid Brewhouſe, Storehouſe, Dwelling-houſe, Rooms, Buildings, Stables, Coach-houſes, Ground, Hereditaments and Premiſſes hereby, or mentioned to

The Grant, Releaſe, &c.

The Parcels.

Exception of Parcels.

General Words.

Bargain for a Year mentioned.

General Words.

to be hereby granted and releaſed, or any Part of them, or any Part or Parcel thereof; and alſo all Deeds, Evidences and Writings touching or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which they the ſaid Parties laſt mentioned, or any of them, now have or hath in their or any of their Cuſtodies, or can come by without Suit in Law; To have and to hold the ſaid Brewhouſe, Storehouſe, Dwelling-houſe, Rooms, Buildings, Stables, Coach-houſes, Pieces or Parcels of Ground, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, (except before excepted) unto the ſaid *Ezra Ent*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Ezra Ent*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid Sir *Charles Crow* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Ezra Ent*, his Heirs and Aſſigns, that he the ſaid Sir *Charles Crow* hath not at any Time heretofore done, committed, or willingly or wittingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid herein before granted and releaſed Premiſſes, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. And the ſaid *Anne Atton* and *Bevil Atton* do hereby for themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, jointly and ſeverally covenant, promiſe, grant and agree, to and with the ſaid *Ezra Ent*, his Heirs and Aſſigns, in Manner following; (that is to ſay) that for and notwithſtanding any Act, Matter or Thing whatſoever by them the ſaid *Anne Atton* and *Bevil Atton*, or either of them, or by the ſaid *Abel Atton*, or any claiming from, by or under them, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary, they the ſaid Sir *Charles Crow*, *Anne Atton* and *Bevil Atton*, ſome or one of them, are and ſtand, or is and ſtandeth, lawfully, rightfully and abſolutely ſeiſed in their or ſome or one of their Demeſne as of Fee of and in the ſaid Brewhouſe, Storehouſe, Dwelling-houſe, Rooms, Buildings, Stables, Coach-houſes, Ground, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple to them, ſome or one of them, and their Heirs, or the Heirs of ſome or one of them, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or other Matter, Reſtraint or Thing whatſoever, to alter, charge, change, revoke, make void, leſſen, incumber or determine the ſame, (except as is herein after excepted.) And alſo that (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) they the ſaid Sir *Charles Crow*, *Anne Atton* and *Bevil Atton*, ſome or one of them, now have or hath in themſelves, or ſome or one of them, good Right, full Power and lawful and abſolute Authority, to grant and convey the ſame Brewhouſe, Storehouſe, Dwelling-houſe, Rooms, Buildings, Ground, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Ezra Ent*, his Heirs and Aſſigns, in Manner aforeſaid, and according to the true Meaning of theſe Preſents, (except as herein after excepted.) And further, that it ſhall and may be lawful to and for the ſaid *Ezra Ent*, his Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Brewhouſe, Storehouſe, Dwelling-houſe, Rooms, Buildings, Ground, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Anne Atton* and *Bevil Atton*, or either of them, their or either of their Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſame Brewhouſe, Storehouſe, Dwelling-houſe, Rooms, Buildings, Ground, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them, or either or any of them, or from, by or under the ſaid *Abel Atton*, (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, of, from and againſt

Deeds, &c.

Habendum to the Purchaſor in Fee.

The Mortgagee covenants that he hath not incumbred.

The other Grantors covenant that ſome of them is or are ſeiſed in Fee, &c.

(except as after) and have Power to convey.

except *ut ſupra*, and for quiet Enjoyment;

free from Incumbrances,

againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Anne Atton*, *Bevil Atton* and *Abel Atton*, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them or any of them, or from, by or under their or any of their Act, Means, Aſſent, Conſent, Privity or Procurement, except the Reſidue of a certain Term of 1000 Years of and in the Premiſſes, or ſome Part thereof, which was raiſed and created in and by one Indenture tripartite, dated on or about the twenty-fourth Day of *January* 1721, and made or mentioned to be made between the ſaid *Abel Atton* and the ſaid *Anne* then his Wife, of the firſt Part, *Oliver Ord*, Eſq; of the ſecond Part, and *Penelope Pym*, Widow, of the third Part, and by Fine in the ſame Indenture covenanted to be levied, and which was afterwards duly levied accordingly, the now Reſidue of which ſaid Term by Deed Poll bearing Date the twenty-third Day of *March* 1725. (and indorſed on the laſt mentioned Indenture) was aſſigned to, and is now veſted in him the ſaid *Francis Crow*, in Truſt to attend the Inheritance of the ſame Premiſſes, for the Benefit of the ſaid Sir *Charles Crow*, his Executors, Adminiſtrators and Aſſigns, for better ſecuring to him and them the Repayment of the ſaid 300 *l.* and Intereſt, and to be ſubject to ſuch Redemption on Payment thereof, as in the ſaid firſt recited Indenture of Releaſe was in that Behalf mentioned; the now Reſidue of which ſaid Term it is hereby agreed ſhall remain and continue in him the ſaid *Francis Crow*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Ezra Ent*, his Heirs and Aſſigns, for the Intent and Purpoſe herein after in that Behalf mentioned. And moreover, that they the ſaid *Anne Atton* and *Bevil Atton*, and their Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſaid Brew-houſe, Store-houſe, Dwelling-houſe, Rooms, Buildings, Ground, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for them or any of them, or from, by or under the ſaid *Abel Atton*, ſhall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *Ezra Ent*, his Heirs and Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Brew-houſe, Store-houſe, Dwelling-houſe, Rooms, Buildings, Ground, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Ezra Ent*, his Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Ezra Ent*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his, her or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his, her or their then reſpective Dwellings or Places of Abode. And for the Conſiderations aforeſaid, the ſaid *Francis Crow*, at the Requeſt and by the Direction and Appointment of the ſaid *Anne Atton* and *Bevil Atton*, and with the Privity and Conſent of the ſaid Sir *Charles Crow*, (teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents) doth hereby declare and agree, that he the ſaid *Francis Crow*, his Executors and Adminiſtrators, ſhall and will from henceforth ſtand and be poſſeſſed of and in the ſaid Brew-houſe, Store-houſe, Dwelling-houſe, Rooms, Buildings, Grounds, Hereditaments

except a Term, which is to continue in Truſt for the Purchaſer.

Covenant for further Aſſurances.

The Truſtee of the Term (by Appointment, *&c.*) agrees to ſtand poſſeſſed in Truſt for the Purchaſer, to protect, *&c.*

reditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, for all the now Reſidue of the ſaid Term of one thouſand Years therein, in Truſt for the ſaid *Ezra Ent*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint, and in the mean Time to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes hereby or mentioned to be hereby conveyed, to the End to protect and preſerve the ſame from all meſne Incumbrances and Charges (if any be.) In Witneſs, *&c.*

A Releaſe of Dower, by Indorſement on a Deed containing a Covenant by the deceaſed Huſband for this Purpoſe. N° 20.

KNOW all Men by theſe Preſents, that the within named Dame *Alice Aſton*, the Widow and Relict of the within named Sir *Arthur Aſton*, Bart. lately deceaſed, in Purſuance of the Covenant on the Part of the ſaid Sir *Arthur Aſton*, contained in the within mentioned Indenture of Releaſe of the firſt Day of *June* 1727. for further Aſſurance of the Manors, Meſſuages, Lands and Hereditaments within ſettled and conveyed, or mentioned ſo to be, and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to her in Hand paid by the within named *Benjamin Bolt* of, *&c.* Eſq; at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations her thereunto moving, hath remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents doth for herſelf, her Heirs, Executors and Adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid *Benjamin Bolt*, his Heirs and Aſſigns, all the Dower, and Right and Title of Dower, and all other the Eſtate, Right, Title, Intereſt, Pretence, Claim and Demand whatſoever, both at Law and in Equity, of her the ſaid Dame *Alice Aſton*, or which ſhe now hath, or which ſhe, her Heirs, Executors or Adminiſtrators, can or may at any Time or Times hereafter, have, claim, challenge or demand, of, in, to, or out of all and every, or any of the Manors or Lordſhips, or reputed Manors or Lordſhips, Rectory, Scite, Precinct, Advowſons, Meſſuages, Lands, Tenements, Tithes and Hereditaments in the County of *Eſſex*, within ſettled and conveyed, or mentioned or intended ſo to be, with their and every of their Rights, Royalties and Appurtenances, ſo that ſhe the ſaid Dame *Alice Aſton*, her Heirs, Executors and Adminiſtrators, or any of them, ſhall not, nor will at any Time or Times hereafter, have, claim or pretend to any ſuch Dower or Right, or Title of Dower, or other Eſtate, Right, Title, Intereſt, Pretence, Claim or Demand as aforeſaid, of, in, to or out of the ſaid Premiſſes, or any Part thereof, but of and from the ſame, and every Part thereof, ſhall and will be from henceforth utterly debarred and excluded for ever by theſe Preſents. In witneſs whereof the ſaid Dame *Alice Aſton* hath hereunto ſet her Hand and Seal this fifth Day of *December* in the Year of our Lord 1730.

A Deed of Releaſe of Lands from an elder Brother and his Truſtee, to a younger. In order to make an End of Suits and Family Differences, the Elder, by this Deed, releaſes Lands to the Younger, in Conſideration of real and perſonal Eſtate, by another Deed of this Date, releaſed by the Younger to the Elder. N° 21.

THIS Indenture made the twelfth Day of *January Anno Domini* 1728. and in the ſecond Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *&c.* between Sir *Adam Aſfield* of *Betton* in the County of *Bedford*, Bart. Deviſee in the Laſt Will and Teſtament of *Charles Carey* late of *Betton* aforeſaid, Eſq; deceaſed, as to the Manor and Hereditaments herein after mentioned, and *Denzil Dent* of *Eaſtham* in the ſaid County of *Bedford*, Eſq; (Nephew and Heir of *Jonathan Jans* late of *Garton* The Parties.

in the County of *Hants*, Eſq; deceaſed, who was Truſtee named on Behalf of the ſaid *Charles Carey*, upon his Purchaſe of the Manor and Hereditaments herein after mentioned to be hereby granted and releaſed of and from the ſaid *Denzil Dent* and others) of the one Part, and *Francis Asfield* of *Betton* aforeſaid, Eſq; Brother of the ſaid Sir *Adam Asfield*, of the other Part. Whereas divers Suits and Controverſies have ariſen between the ſaid Sir *Adam Asfield* and the ſaid *Francis Asfield* touching the real and perſonal Eſtates of Dame *Barbara Asfield* their Mother deceaſed, and of the ſaid *Charles Carey*: And whereas, in order to put a final End to all ſuch Suits and Controverſies, they the ſaid Sir *Adam Asfield* and *Francis Asfield*, did come to an Agreement in Writing under their Hands, dated on or about the tenth Day of *July* laſt paſt, before the Date hereof, to the Effect following, *viz.* That he the ſaid Sir *Adam Asfield* ſhould and would convey to his Brother the ſaid Sir *Francis Asfield*, the Freehold and Inheritance of the Manor of *Eaſtham*, and the Farms and Lands thereunto belonging, late purchaſed of *Denzil Dent*, Eſq; with their Appurtenances (being the ſame Manor and Hereditaments herein after mentioned to be granted and releaſed) to hold to the ſaid *Francis Asfield*, his Heirs and Aſſigns for ever, and that he the ſaid *Francis Asfield* ſhould and would convey and releaſe unto the ſaid Sir *Adam Asfield* all the Eſtate real and perſonal which belonged to him the ſaid *Francis Asfield* by Gift or otherwiſe from the ſaid *Charles Carey*, and alſo to releaſe and make over unto the ſaid Sir *Adam Asfield* all his Claims and Demands for or concerning any Eſtate real and perſonal, late of the ſaid Dame *Barbara Asfield* his Mother, to hold to the ſaid Sir *Adam Asfield* abſolutely for ever, as by the ſaid Agreement, Relation being thereunto had, may appear. And whereas the ſaid *Francis Asfield*, in Purſuance and full Performance of his ſaid Agreement on his Part to be done and performed, by Indenture bearing even Date with theſe Preſents, and executed at the ſame Time herewith, and made or mentioned to be made between the ſaid *Francis Asfield* of the one Part, and the ſaid Sir *Adam Asfield* of the other Part, hath granted, releaſed and conveyed, all his Share, Intereſt, Claim and Demand, of, in and to the ſaid real and perſonal Eſtates of the ſaid Dame *Barbara Asfield* and *Charles Carey*, unto and to the Uſe of the ſaid Sir *Adam Asfield*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, in ſuch Manner as is therein expreſſed, which he the ſaid Sir *Adam Asfield* doth hereby acknowledge, declare and accept accordingly. Now this Indenture witneſſeth, that in Conſideration of the Premiſſes, and in Purſuance and full Performance of the ſaid recited Agreement, on the Part and Behalf of the ſaid Sir *Adam Asfield* to be done and performed; and alſo for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to the ſaid Sir *Adam Asfield* and *Denzil Dent* in Hand paid by the ſaid *Francis Asfield*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Denzil Dent*, in Purſuance and Execution of the Truſt devolved on him as Heir to the ſaid *Jonathan Jans*, in Relation to the Manor and Hereditaments herein after conveyed, and at the ſpecial Inſtance and Requeſt, and by the Direction and Appointment of the ſaid Sir *Adam Asfield*, teſtified by his being a Party to, and Sealing and Delivery of theſe Preſents, hath bargained, ſold, releaſed and confirmed, and by theſe Preſents doth bargain, ſell, releaſe and confirm, and the ſaid Sir *Adam Asfield* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Francis Asfield*, his Heirs and Aſſigns for ever, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Eaſtham*, with the Rights, Members and Appurtenances in the ſaid County of *Bedford*, and all that Capital Meſſuage called *Eaſtham-Hall* in the ſaid County of *Bedford*, and all the Scite of the ſaid Capital Meſſuage, with the Houſes, Buildings, Dove-houſes, Orchards, Yards and Gardens thereunto belonging, containing by Eſtimation eight Acres, more or leſs, and alſo divers Pieces of Meadow in, [*Here many more Parcels*] together with all Timber and Timber-Trees, Ways, Paſſages, Waters, Water-courſes, Eaſements, Privileges, Profits, Commodities, Emoluments, Advantages and Appurtenances whatſoever to the ſaid Nook, or Parcel of Ground, Wood and Premiſſes belonging, or in any wiſe appertaining, and alſo all other the Manor, Meſſuages,

Recital of Suits, &c. between the Grantor and Grantee, and of an Agreement to end them,

that the Grantor ſhould convey, &c. Lands to the Grantee,

and that the Grantee ſhould convey and releaſe real and perſonal Eſtate, under the Gift of ſome Anceſtors,

and that the Grantee has ſo done of this Date.

The Conſideration.

The Truſtee by Direction

bargains, releaſes, &c. and alſo the Grantor,

General Words.

ſuages, Houſes, Buildings, Dove-houſes, Yards, Orchards, Gardens, Lands, Meadows, Paſtures, Feedings, Woods, Underwoods, Commons, Sheep-Grounds, Fold-Courſes, Sheep-Walks and Liberties of Fold-Courſes, Rents, Services, Tenements and Hereditaments whatſoever, with their and every of their Appurtenances, in *Eaſtham* aforeſaid, or elſewhere in the ſaid County of *Bedford*, which by Indentures of Leaſe and Releaſe bearing Date reſpectively, on or about the tenth and eleventh Days of *November* 1707. and made or mentioned to be made between Dame *Jane Dent*, Widow and Relict of Sir *Kenrick Dent*, late of *Eaſtham* aforeſaid, Knight, deceaſed, the ſaid *Denzil Dent*, Son and Heir of the ſaid Sir *Kenrick Dent*, by the ſaid Dame *Jane*, the ſaid *Jonathan Jans* and *Luke Love* of *Mocceat* in the County of *Bedford* aforeſaid, Eſq; of the one Part, and *Noah Norris* of the *Inner-Temple*, *London*, Gentleman, of the other Part, were granted and conveyed, or mentioned or intended to be granted and conveyed unto the ſaid *Noah Norris* and his Heirs, to the Uſe of the ſaid *Jonathan Jans*, his Heirs and Aſſigns, with their and every of their Rights, Members and Appurtenances (all which ſaid Manor, or reputed Manor, Capital Meſſuage, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Francis Aſfield*, by Virtue of a Bargain and Sale to him thereof made by the ſaid Sir *Adam Aſfield* and *Denzil Dent*, in Conſideration of 5 *s.* to them paid by the ſaid *Francis Aſfield*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid Sir *Adam Aſfield* and *Denzil Dent*, and either of them, of, in, to or out of the ſaid Manor or reputed Manor, Capital Meſſuage, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, every or any Part thereof; and alſo all Deeds, Evidences, Writings, Eſcripts and Muniments touching or concerning the ſame Premiſſes only, or only any Part thereof, which they the ſaid Sir *Adam Aſfield* and *Denzil Dent*, or either of them, now have or hath in their or either of their Cuſtodies, or can come by without Suit in Law; together with true Copies of all ſuch Deeds, Evidences and Writings as concern the ſame Premiſſes, or any Part thereof, jointly and together with any other Lands and Hereditaments, the ſame to be written and copied at the proper Coſts and Charges of the ſaid *Francis Aſfield*, his Heirs or Aſſigns; To have and to hold the ſaid Manor or reputed Manor, Capital Meſſuage, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Francis Aſfield*, his Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of the ſaid *Francis Aſfield*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Denzil Dent* doth hereby for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Francis Aſfield* his Heirs and Aſſigns, that he the ſaid *Denzil Dent* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof, the ſaid Manor, or reputed Manor, Capital Meſſuage, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, or any Part thereof, is, are, ſhall or may be forfeited, avoided, or impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid Sir *Adam Aſfield* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Francis Aſfield*, his Heirs and Aſſigns, in Manner and Form following; (that is to ſay) that (for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid Sir *Adam Aſfield*, or by the ſaid *Charles Carey* and *Jonathan Jans*, or any of them, or any Perſon or Perſons lawfully claiming, or to claim from, by or under, or in Truſt for them, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) they the ſaid Sir *Adam Aſfield* and *Denzil Dent*,

Bargain for a Year mentioned,

General Words.

Deeds and Copies.

Habendum.

The Truſtee covenants that he has not done any Thing to impeach.

The Grantor covenants that notwithſtanding Acts of himſelf and ſome others, he and the Truſtee, &c. is or are ſeiſed, &c.

Dent, or one of them, are and ſtand, or is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in their or one of their Demeſne as of Fee, of and in the ſaid Manor, or reputed Manor, Capital Meſſuage, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, to them and their Heirs, or the Heirs of one of them, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame; and alſo that the ſaid Sir *Adam Asfield* and *Denzil Dent*, or one of them (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) have or hath, at the Time of the Enſealing and Delivery of theſe Preſents, in themſelves, or one of them, good Right, full Power, and lawful and abſolute Authority to grant, bargain, ſell and releaſe the ſaid Manor, or reputed Manor, Capital Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *Francis Asfield*, his Heirs and Aſſigns, to his and their Uſe in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents; and further, that it ſhall and may be lawful to and for the ſaid *Francis Asfield*, his Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Manor, or reputed Manor, Capital Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes mentioned or intended to be hereby granted and releaſed, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid Sir *Adam Asfield*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him or them, or from, by or under the ſaid *Charles Carey* and *Jonathan Jans*, or either of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid Sir *Adam Asfield*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid Sir *Adam Asfield*, *Charles Carey* and *Jonathan Jans*, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them. And moreover, that he the ſaid Sir *Adam Asfield*, and his Heirs, and all and every other Perſon and Perſons, having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manor or reputed Manor, Capital Meſſuage, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under, or in Truſt for the ſaid *Charles Carey* deceaſed, ſhall and Will at any Time or Times hereafter, during the Space of Ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Francis Asfield*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying, and Aſſuring all and every the ſaid Manor, or reputed Manor, Capital Meſſuage, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Francis Asfield*, his Heirs and Aſſigns, to the Uſe of him and of his Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe

and have Power to convey,

and for quiet Enjoyment,

free from Incumbrances,

and for further Aſſurances.

otherwiſe howſoever, as by the ſaid *Francis Aſfield*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for the making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

A Deed of mutual Releaſes. A Mortgagor in Fee, in Conſideration of the Money due on the Mortgage, and of other Money, releaſes abſolutely Part of the Lands to the Mortgagee; and Truſtees of a Term covenant to ſtand poſſeſſed for the Benefit of this Purchaſor. The Mortgagee releaſes to the Mortgagor the reſt of the Lands in Mortgage; and a Truſtee of Terms, by Direction, aſſigns them to a Truſtee for this latter Purchaſor. Some Writings to be kept by one Party, others by the other Party; other Matters as in the Margin. N° 22.

THIS Indenture quinquepartite, made the eleventh Day of *May Anno Domini* 1728. and in the firſt Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *&c.* between *Arthur Adams* of *Benton* in the County of *Bedford*, Eſq; only Son and Heir of *Cyril Adams*, Eſq; deceaſed, who was the only Son and Heir of *David Adams*, Eſq; alſo deceaſed, of the firſt Part, *Edward Evans* of *London*, Eſq; of the ſecond Part, *Francis Fell* of *London*, Gent. of the third Part, *George Gill* of *London*, Gent. of the fourth Part, and *Hugh Hill* of the Pariſh of St. *Martin in the Fields* in the County of *Middleſex*, Eſq; of the fifth Part. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the twenty-ninth Day of *February* and firſt Day of *March* laſt paſt, before the Date of theſe Preſents, the Releaſe being tripartite, or made and mentioned to be made between the Honourable *James Jones*, Eſq; one of the Brothers of the Right Honourable *John* Earl of *Kingsford*, of the firſt Part, the ſaid *Arthur Adams*, of the ſecond Part, and the ſaid *Edward Evans*, of the third Part, reciting as in the ſaid Indenture of Releaſe is recited, and for the Conſiderations in the ſame Indentures mentioned, all and every the Manors, Meſſuages, Farms, Lands, Tenements, Advowſons and Hereditaments herein after mentioned, are and were conveyed and aſſured unto and to the Uſe and Behoof of the ſaid *Edward Evans*, his Heirs and Aſſigns, by way of Mortgage, ſubject to a Proviſo in the ſaid Indenture of Releaſe contained, for Redemption of the ſame Premiſſes, on Payment of the Sum of 5000 *l.* of lawful Money of *Great Britain*, by the ſaid *Arthur Adams*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Edward Evans*, his Executors, Adminiſtrators or Aſſigns, on the eleventh Day of *April* now laſt paſt, as by the ſaid recited Indentures, Relation being thereunto reſpectively had, may more at large appear. And whereas the ſaid Sum of 5000 *l.* or any Part thereof, was not paid to the ſaid *Edward Evans* at the Day in the ſaid recited Proviſo for that Purpoſe limited, nor at any Time ſince, but doth yet remain due and payable, by Means whereof the ſaid Eſtate and Intereſt of the ſaid *Edward Evans* of and in the ſaid mortgaged Premiſſes, is become abſolute in Law. And whereas the ſaid *Edward Evans* hath contracted and agreed with the ſaid *Arthur Adams*, for the abſolute Purchaſe of the Manor or Manors of *Benton*, and of the Advowſon of the Church of *Benton*, and of all and every the Meſſuages, Farms, Lands, Tenements, Coppices, Wood-Grounds and Hereditaments of him the ſaid *Arthur Adams*, ſituate, lying or being in *Benton*, *Lithill* and *Moſſon*, every or any of them in the ſaid County of *Bedford*, or in *Notton* in the ſame County, and in the County of *Northampton*, or one of them, with their reſpective Appurtenances, (being Part and Parcel of the ſaid mortgaged Premiſſes) and of all his the ſaid *Arthur Adams*'s Right and Equity of Redemption, of, in, and to the ſaid Premiſſes in the ſaid laſt named Places, every or any of them, for the Sum or Price of 11000 *l.* of lawful Money

The Parties.

A Mortgage in Fee to the now firſt Grantee recited,

and the Mortgagee's Eſtate is become abſolute,

and that the Mortgagee has agreed for the Purchaſe of Part of the Lands in Mortgage,

the Mortgage-Money to be included in the Price,

of *Great Britain*, (in which the ſaid Sum of 5000 *l.* due and owing on the aforeſaid Mortgage is to be included and compriſed;) and it hath thereupon been agreed by and between the ſaid *Arthur Adams* and *Edward Evans*, That in Conſideration of the ſaid Sum of 11000 *l.* Purchaſe-Money, he the ſaid *Arthur Adams* ſhould grant, releaſe and abſolutely convey all and every the ſaid purchaſed Manor or Manors, Advowſon, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, and all his Eſtate, Right, Title and Equity of Redemption, of, in, and to the ſame, and every or any Part thereof, unto and to the Uſe and Behoof of the ſaid *Edward Evans*, and of his Heirs and Aſſigns for ever, in Manner herein after mentioned; and that thereupon the ſaid *Edward Evans* ſhould releaſe and reconvey all the Reſt and Reſidue of the ſaid mortgaged Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments, with their Appurtenances, unto and to the Uſe and Behoof of the ſaid *Arthur Adams*, and of his Heirs and Aſſigns for ever, diſcharged of the aforeſaid Mortgage, in Manner herein after mentioned. Now this Indenture witneſſeth, That in Purſuance and Performance of the ſaid recited Agreements, on the Part of the ſaid *Arthur Adams* to be done and performed, and for and in Conſideration of the ſaid Sum of 5000 *l.* ſo due and owing to the ſaid *Edward Evans* on the ſaid recited Mortgage and Security as aforeſaid, and in full Diſcharge and Satisfaction of the ſame, and for and in Conſideration of the further Sum of 16000 *l.* of like lawful Money of *Great Britain* to the ſaid *Arthur Adams* in Hand well and truly paid by the ſaid *Edward Evans*, at or before the Sealing and Delivery of theſe Preſents, the Receipt and Payment of which ſaid Sum of 16000 *l.* accordingly he the ſaid *Arthur Adams* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Edward Evans*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, (which ſaid Sum of 5000 *l.* ſo due and owing to the ſaid *Edward Evans* on the ſaid recited Mortgage and Security, and the ſaid Sum of 6000 *l.* ſo by him the ſaid *Edward Evans* owing to the ſaid *Arthur Adams*, at or before the Sealing and Delivery of theſe Preſents as aforeſaid, make together the Sum of 11000 *l.* and is the ſame Sum of 11000 *l.* mentioned to be the Conſideration-Money of one Indenture, bearing even Date herewith, inrolled or intended to be inrolled in the High Court of Chancery, and made or mentioned to be made between the ſaid *Arthur Adams* of the one Part, and the ſaid *Edward Evans* of the other Part, purporting a Grant, Bargain and Sale of the ſaid Manor or Manors, Advowſon, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes ſo contracted for as aforeſaid, with their Appurtenances, unto and to the Uſe and Behoof of the ſaid *Edward Evans*, and of his Heirs and Aſſigns) he the ſaid *Arthur Adams* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth abſolutely grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Edward Evans*, his Heirs and Aſſigns, all that and thoſe the Manor and Manors of *Benton*, now or late or heretofore called or known by the Name or Names of *Otton* and *Potton* Manor or Manors, or by whatſoever other Name or Names the ſame or any of them are or have been called, known or diſtinguiſhed, with their and every of their Rights, Royalties, Privileges, Members and Appurtenances in the ſaid County of *Bedford*, and alſo all that the Advowſon, Donation, and Right of Patronage and Preſentation, of, in, and to the Rectory and Church of *Benton* in the ſame County, and alſo all that Capital Meſſuage or Tenement, and Farm commonly called *Queen's Farm*, with all Houſes, Buildings, Lands, Tenements, Meadows, Paſtures, Commons, Coppices, Woods, Wood-Grounds and Hereditaments whatſoever to the ſame Meſſuage and Farm, or either of them belonging or appertaining, or therewith uſed, occupied, poſſeſſed or enjoyed, ſituate, lying or being in *Benton* aforeſaid, and now or late in the Tenure, Poſſeſſion or Occupation of *Richard Rone*, his Aſſigns, Leſſees or Under-tenants, at and under the yearly Rent of 100 *l.* and alſo all thoſe Meſſuages or Tenements, with the Arable Lands, Meadows, Paſtures, Commons, Coppices, Woods, Wood-Grounds and Hereditaments thereto belonging or appertaining, or therewith uſed, occupied, poſſeſſed or enjoyed, ſituate, lying or being in *Benton* aforeſaid, and now or late in the Tenure, Poſſeſſion or Occupation of [*Here more Parcels and Tenants Names*;] all which ſaid laſt mentioned Meſſuages, Lands, Hereditaments and Premiſſes are ſituate, lying and being in *Benton*, *Moſſon* and *Queen's Farm* aforeſaid,

and the Mortgagee to reconvey the Reſt of the mortgaged Lands.

The Conſideration, the Mortgage-Money, and other Money,

(being alſo the Conſideration-Money of a Deed of Bargain and Sale of this Date.)

The Grant, &c. by the firſt Grantor, who was the Mortgagor.

The Parcels.

aforeſaid, or ſome or one of them, and alſo all thoſe ſeveral Meſſuages, Lands, Tenements and Hereditaments of him the ſaid *Arthur Adams* herein after mentioned, (being Parcel or Parcels of the aforeſaid Manor or Manors of *Benton)* and now or lately by him granted and eſtated out by ſeveral Copies of Court-Roll, according to the Cuſtom of the ſaid Manor or Manors, unto the ſeveral and reſpective Tenants herein after-named for ſeveral Lives yet in Being of and in the ſame Premiſſes reſpectively, (that is to ſay) All that Meſſuage or Tenement with the Buildings, Lands, Meadows, Paſtures, Commons and Hereditaments thereto belonging or appertaining, or therewith uſed or enjoyed, now or late in the Tenure, Poſſeſſion or Occupation of the ſaid *Saul Sams*, his Aſſigns, Leſſees or Under-tenants, by Copy of Court-Roll for three Lives (two whereof are only now in Being) at and under the yearly Rent of 1 *l.* and all thoſe two Meſſuages or Tenements, and one Yard-Land with the Hereditaments and Appurtenances thereto ſeverally belonging, [*Here follow more Parcels.*] And alſo all Meſſuages, Cottages, Buildings, Lands, Tenements, Meadows, Paſtures, Commons, Feedings, Coppices, Woods, Underwoods, Waſtes, Waſte-Grounds, Courts, Courts-Leet, Courts-Baron, Perquiſites and Profits of Courts, Rents, Reverſions, Services, Fines, Heriots, View of Frankpledge, and all that to View of Frankpledge doth belong or appertain, free Warren, Hawkings, Huntings, Fiſhings, Fowlings, and all other Rights, Royalties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid Manor or Manors, Meſſuages, Farms, Lands, Tenements, Advowſon, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned or intended to be granted and releaſed, every or any of them, belonging or in any wiſe appertaining, or with them or any of them now or at any Time heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them or any of them, and alſo all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Arthur Adams*, or whereof or wherein he or any Perſon or Perſons in Truſt for him is or are ſeiſed of, or intitled to any Eſtate of Freehold or Inheritance, or other Eſtate in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in *Benton*, *Moſſon* and *Queen's Farm* aforeſaid, every or any of them, with their and every of their Rights, Privileges and Appurtenances, (all which ſaid Manor or Manors, Meſſuages, Farms, Lands, Tenements, Coppices, Woods, Wood-Grounds, Advowſon, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned or intended ſo to be, are now in the actual Poſſeſſion of the ſaid *Edward Evans*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Arthur Adams* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Edward Evans*, in and by one Indenture, bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, Profits and Produce thereof, and of every Part and Parcel thereof, together with all Arrears of Rent from and after the Feaſt-day of St. *Michael* the Archangel laſt paſt before the Date of theſe Preſents, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Arthur Adams*, of, in, to or out of the ſaid Manor or Manors, Meſſuages, Farms, Lands, Tenements, Coppices, Wood-Grounds, Advowſon, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned or intended ſo to be, or any of them, or any Part or Parcel thereof, and alſo all Deeds, Evidences, Writings, Copies of Court-Roll, Counterparts of Leaſes, Eſcripts and Muniments whatſoever touching or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which he the ſaid *Arthur Adams* now hath in his Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid Manor or Manors, Meſſuages, Farms, Lands, Tenements, Coppices, Wood-Grounds, Advowſon, Hereditaments, and all and ſingular other the Premiſſes in and by theſe Preſents granted and releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *Edward Evans*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Edward Evans* and of his Heirs and Aſſigns for ever, freed

Deſcription.

General Words.

Reference to the Bargain for a Year.

General Words.

Arrears of Rent, &c.

Deeds.

Habendum

to the Purchaſer in Fee.

freed and abſolutely diſcharged of and from all Right and Equity of Redemption, and to and for no other Uſe, Intent or Purpoſe whatſoever. And he the ſaid *Arthur Adams* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators covenant, promiſe, grant and agree, to and with the ſaid *Edward Evans*, his Heirs and Aſſigns, in Manner following, (that is to ſay) That (for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid *Arthur Adams*, or by the ſaid *Cyril Adams* his late Father, and *David Adams* his ſaid late Grandfather, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid *Arthur Adams* now at the Time of the Enſealing and Delivery of theſe Preſents hath in himſelf good Right, full Power and lawful and abſolute Authority, to grant, releaſe and convey the ſaid Manor or Manors, Meſſuages, Farms, Lands, Tenements, Coppices, Wood-Grounds, Advowſon, Hereditaments and Premiſſes, herein before granted and releaſed, or mentioned or intended ſo to be, with their Appurtenances, unto the ſaid *Edward Evans*, his Heirs and Aſſigns, to his and their Uſe in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents, (except as is herein after excepted) and further, that it ſhall and may be lawful to and for the ſaid *Edward Evans*, his Heirs and Aſſigns, from Time to Time, and at all Times from and after the ſaid Feaſt-Day of St. *Michael* the Archangel laſt paſt before the Date hereof, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Manor or Manors, Meſſuages, Farms, Lands, Tenements, Coppices, Wood-Grounds, Advowſon, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the Rents, Profits and Produce thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Arthur Adams*, his Heirs or Aſſigns, or, of, or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title or Intereſt at Law or in Equity of, in, to or out of the ſame Manor or Manors, Meſſuages, Farms, Lands, Tenements, Coppices, Wood-Grounds, Advowſon, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, from, by or under, or in Truſt for him, them or any of them, or from, by or under, or in Truſt for the ſaid *Cyril Adams* and *David Adams*, or either of them, (except as is herein after excepted) and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Arthur Adams*, his Heirs, Executors or Adminiſtrators well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, and particularly the Dower and Title of Dower of *Sarah*, now Wife of him the ſaid *Arthur Adams*, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Arthur Adams*, *Cyril Adams* and *David Adams*, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them or any of them, except a certain Deed Poll under the Hand and Seal of the ſaid *Arthur Adams*, dated on or about the ſixth Day of *June* 1735. whereby he the ſaid *Arthur Adams* did give and grant the ſaid Advowſon and Right of Patronage to the ſaid Rectory of the ſaid Church of *Benton*, unto *Thomas Timms*, Gent. his Executors, Adminiſtrators and Aſſigns, from thenceforth for the Term of 99 Years, if *Valentine Timms* Son of the ſaid *Thomas* ſhould ſo long live, under a Proviſo in the ſaid Deed Poll contained for making void the ſaid Term and Eſtate on the Contingencies therein mentioned, and except one Indenture dated the thirteenth Day of *March* 1695. and made or mentioned to be made between *William Wall*, Eſq; and *Winefrid* his then Wife (late Mother of the ſaid *Arthur Adams*) both ſince deceaſed, of the firſt Part, the ſaid *Arthur Adams* of the ſecond Part, and *John Johnſon* and *George Chandler* therein named, of the third Part, whereby the ſaid Meſſuage and Farm called *Hinton Town Farm*, with the Lands and Hereditaments thereto belonging or therewith uſed and enjoyed (together with the Manors, Lands and Hereditaments herein after releaſed, or moſt Part thereof) were

The Grantor covenants that he has Power to convey, againſt Acts of himſelf, Father and Grandfather.

And for quiet Enjoyment from a Day paſt.

(With Exception) free from Incumbrances,

and particularly the Dower of the Grantor's Wife.

except a Grant of the Advowſon for Years determinable, &c.

and except a Term created

were granted and demiſed unto the ſaid *Xerxes Young* and *Zeno Young*, their Executors, Adminiſtrators and Aſſigns, from *Chriſtmas* then laſt paſt for the Term of ninety-nine Years without Impeachment of Waſte, upon divers Truſt therein mentioned and which are ſince performed or determined; the now Reſidue of which ſaid laſt mentioned Term is ſince by meſne Aſſignments indorſed on one Part of the ſaid laſt mentioned Indenture, legally come to and veſted in the ſaid *Francis Fell*, his Executors, Adminiſtrators and Aſſigns, in Truſt in the firſt Place for the ſaid *Edward Evans*, his Executors, Adminiſtrators and Aſſigns, for better ſecuring to him and them the Repayment of the ſaid 5000 *l.* on the aforeſaid fifteenth Day of *April* now laſt paſt, and afterwards in Truſt for the ſaid *Arthur Adams*, his Heirs and Aſſigns, and to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſaid Manors, Hereditaments and Premiſſes in the ſame Term comprized; [*Here are more Exceptions of Terms.*] And alſo except the ſeveral and reſpective herein before mentioned Leaſes, Terms, Eſtates and Intereſts of the ſaid ſeveral Tenants herein before named, of and in ſuch Parts of the Premiſſes as are herein before mentioned to be now or late in the ſeveral and reſpective Tenures or Occupations of the ſaid ſeveral Tenants, or of their ſeveral Aſſigns, Leſſees or Under-tenants, by Virtue of ſuch Leaſes for Years (which are all for ninety-nine Years) determinable on ſuch Lives and Copies of Court-Roll for ſuch Lives, and for ſuch ſeveral and reſpective yearly Rents as are herein before mentioned, of and concerning the ſame reſpectively (in which ſaid ſeveral Leaſes for Years determinable on Lives and Copies of Court-Roll for Lives there are only ſuch Lives now in Being as are herein before in that Behalf reſpectively mentioned) all which ſaid ſeveral yearly Rents herein before mentioned, and all Fines, Heriots and Services reſerved on, or payable by Virtue of the ſaid ſeveral Leaſes and Copies of Court-Roll reſpectively ſhall, from and after the ſaid Feaſt-Day of St. *Michael* the Archangel laſt paſt before the Date hereof, during the Continuance of the ſaid ſeveral Leaſes, Terms, Eſtates and Intereſts reſpectively, be paid and payable to the ſaid *Edward Evans*, his Heirs and Aſſigns. And the ſaid *Arthur Adams* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree, to and with the ſaid *Edward Evans*, his Heirs and Aſſigns, that he the ſaid *Arthur Adams* and his Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Manor or Manors, Meſſuages, Farms, Lands, Tenements, Coppices, Wood-Grounds, Advowſon, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *Cyril Adams* and *David Adams*, or either of them, (except the ſeveral Perſons, whoſe ſeveral Terms, Eſtates and Intereſts of and in the Premiſſes, reſpectively are herein before excepted, and their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, for and in reſpect only of ſuch their ſaid ſeveral excepted Terms, Eſtates and Intereſts) ſhall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *Edward Evans*, his Heirs or Aſſigns, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Manor or Manors, Meſſuages, Farms, Lands, Tenements, Coppices, Wood-Grounds, Advowſon, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe and Behoof of the ſaid *Edward Evans*, and of his Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Edward Evans*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for

upon Truſts ſince performed.

Covenant for further Aſſurances.

for making or doing thereof, to go or travel above five Miles from his or their then respective Dwellings or Places of Abode. And for the Considerations and Purposes aforesaid, it is hereby declared and agreed by and between the said Parties to these Presents, and particularly the said *Francis Fell* and *George Gill*, by the Direction and Appointment of the said *Arthur Adams*, do hereby for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, covenant and agree, to and with the said *Edward Evans*, his Heirs and Assigns, that they the said *Francis Fell* and *George Gill* respectively, and their several and respective Executors, Administrators and Assigns, shall and will from henceforth, during the Continuance of the said several and respective Terms of ninety-nine Years, two thousand Years, and one thousand Years, so assigned or vested in Trust as aforesaid, stand and be possessed of such Part and Parts of the said herein before granted and released Premisses as are comprised in the said Terms respectively, in Trust for the said *Edward Evans*, his Heirs and Assigns, and to be disposed of as he or they shall direct or appoint, and in the mean Time to attend, wait upon and go along with the Reversion, Freehold and Inheritance of the same Premisses herein before conveyed or mentioned to be conveyed as aforesaid, to the End to protect and preserve the same from all mesne Charges and Incumbrances (if any such there be); and to, for or upon no other Use, Trust, Intent or Purpose whatsoever. And this Indenture further witnesseth, that in Pursuance and Performance of the said first recited Agreements on the Part of the said *Edward Evans* to be done and performed, and for and in Consideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the said *Edward Evans*, in Hand paid by the said *Arthur Adams*, at or before the Execution of these Presents, the Receipt whereof is hereby acknowledged, he the said *Edward Evans* hath bargained, sold, released and confirmed, and by these Presents doth bargain, sell, release and confirm unto the said *Arthur Adams*, his Heirs and Assigns, all that the Manor or Lordship of *Anthill*, alias *Anthall*, in the said County of *Bedford*, with the Rights, Members and Appurtenances thereof, and all and singular Messuages, Houses, Buildings, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Underwoods, Advowsons, Emoluments and Hereditaments whatsoever, with their Appurtenances to the said Manor or Lordship belonging or appertaining, or accepted, reputed, used or known as Part, Parcel or Member thereof, situate, lying or being in *Anthill*, alias *Anthall*; [*Here follow more Parcels*] (all which said Manors, Messuages, Farms, Lands, Tenements, Advowsons, Hereditaments and Premisses last herein before released and conveyed as aforesaid, are the Rest and Residue of the Premisses comprised in the said recited Indentures of Lease and Release of the twenty-ninth Day of *February* and first Day of *March* now last past, and not purchased or agreed to be purchased by the said *Edward Evans* of the said *Arthur Adams* as aforesaid, and are now in the actual Possession of the said *Arthur Adams*, by Virtue of a Bargain and Sale to him thereof made by the said *Edward Evans* for the Term of one whole Year, in Consideration of 5*s.* to him paid by the said *Arthur Adams*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uses into Possession made and provided) and the Reversion and Reversions, Remainder and Remainders yearly, and other Rents, Issues and Profits thereof, and of every Part and Parcel thereof, and also all the Estate, Right, Title, Interest, Trust, Property, Claim and Demand whatsoever, both at Law and in Equity, of him the said *Edward Evans*, of, in, to or out of the said Manors, Messuages, Farms, Lands, Tenements, Advowsons, Hereditaments and Premisses, by him herein before released as aforesaid, or mentioned so to be, or any of them, or any Part or Parcel thereof, by Force or Virtue of the said recited Indentures of the twenty-ninth of *February* and first of *March* now last past, or either of them, or otherwise howsoever; To have and to hold the said Manors, Messuages, Farms, Lands, Tenements, Advowsons, Hereditaments, and all and singular other the Premisses, last herein before released and conveyed, or mentioned or intended so to be, with their and every of their Appurtenances, unto the said *Arthur Adams*, his Heirs and Assigns, to and for the only proper Use and Behoof of him the said *Arthur Adams*, and of his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, freed

Trustees covenant to stand possessed of Terms in Trust for the Purchaser.

The second general Part of this Deed.

The Purchaser in the former Part bargains, &c. to the former Grantor.

The Parcels,

being the rest of the Mortgage Lands.

Bargain for a Year recited.

General Words.

Habendum.

and discharged of and from the before recited Mortgage. And the said *Edward Evans* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said *Arthur Adams*, his Heirs and Assigns, that he the said *Edward Evans* hath not done or committed any Act, Matter or Thing whatsoever, whereby or by Means whereof the said Manors, Messuages, Farms, Lands, Hereditaments and Premisses by him herein before released, or any of them, or any Part thereof, is, are, shall or may be impeached, charged or incumbred in Title, Charge, Estate or otherwise howsoever. And whereas the said Manors, Messuages, Farms, Lands, Tenements, Advowsons, Hereditaments and Premisses herein before released and conveyed by the said *Edward Evans* unto and to the Use of the said *Arthur Adams*, his Heirs and Assigns as aforesaid, or most Part thereof, are and were comprised in the said Indenture of the thirteenth of *March* 1695. and in the said Term of ninety-nine Years thereby granted and demised, and by Virtue of such mesne Assignments of the same Term as aforesaid, the now Residue thereof of and in the said last mentioned Premisses, is legally come to and vested in the said *Francis Fell* in Trust as aforesaid. Now this Indenture further witnesseth, that in Consideration of the Sum of 5*s*. of like Money as aforesaid to the said *Francis Fell* in Hand paid by the said *Hugh Hill* at or before the Execution of these Presents, the Receipt whereof is hereby acknowledged, he the said *Francis Fell*, at the Request and by the Direction and Appointment of the said *Edward Evans*, testified by his being a Party to and his Sealing and Delivery of these Presents, hath bargained, sold, assigned and set over, and by these Presents doth, at the Nomination of the said *Arthur Adams*, bargain, sell, assign, and set over unto the said *Hugh Hill*, his Executors, Administrators and Assigns, all and every the said Manors, Messuages, Farms, Lands, Tenements, Advowsons, Hereditaments and Premisses last herein before released and conveyed, or mentioned or intended so to be, or so much and such Part and Parts thereof as are comprised in the said last mentioned Term of ninety-nine Years, with their Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Trust, Property, Claim and Demand whatsoever, both at Law and in Equity, of him the said *Francis Fell*, of, in, to or out of the same Premisses, every or any Part thereof, by Virtue of the said last mentioned Indenture or the mesne Assignment thereof, or any of them, or otherwise howsoever; To have and to hold the said Manors, Messuages, Farms, Lands, Tenements, Advowsons, Hereditaments and other the Premisses herein before assigned or mentioned or intended so to be, with their Appurtenances, unto the said *Hugh Hill*, his Executors, Administrators and Assigns, from henceforth for all the now Residue of the said Term of ninety-nine Years therein, in Trust for the said *Arthur Adams*, his Heirs and Assigns, and to be disposed of as he or they shall direct or appoint, and in the mean Time to attend, wait upon and go along with the Freehold and Inheritance of the same Premisses so released and conveyed unto and to the Use of the said *Arthur Adams*, his Heirs and Assigns as aforesaid, to the End to protect the same from all mesne Incumbrances, if any be. And the said *Francis Fell* doth hereby for himself, his Heirs, Executors and Administrators, covenant and agree with the said *Hugh Hill*, his Executors, Administrators and Assigns, that he the said *Francis Fell* hath not done or committed any Act, Matter or Thing whatsoever, whereby, or by Means whereof, the said herein before assigned Premisses, or any Part thereof, is, are, shall or may be impeached, charged or incumbred in Title, Charge, Estate, or otherwise howsoever. And whereas it hath been agreed by and between the said *Arthur Adams* and *Edward Evans*, that one Part of the said excepted Indenture of Demise of the twelfth of *March* 1695. (whereon three several mesne Assignments by Deeds Poll are indorsed) and one Indenture of Release and Settlement dated the twenty-ninth Day of *November*, and made between the said *Arthur Adams* and *Sarah* his Wife of the one Part, and the said *William Wall*, *Bevil Bent* and *Cæsar Cam*, Esqs. of the other Part, and certain Indentures of Lease and Release and Mortgage dated the fourth and fifth Days of *August* 1727. the Lease between the said *Arthur Adams* and *Denzil Dent* of the one Part, and the said *James Ing* of the other Part, and the Release between the said *Arthur Adams* and *Sarah* his Wife, and *Daniel Dunn* and *Alice* his Wife of the one Part, and the said *James Ing* of the other Part, and the said Indentures

The Grantor (*viz.* the Mortgagee) covenants that he has not incumbred.

Recital that a Term stands out in a Trustee,

he, by Direction, assigns to a Trustee for this Grantee; *viz.* the Mortgagor.

Habendum;

in Trust to attend, &c.

The former Trustee covenants that he has not incumbered.

Recital of an Agreement as to the Custody of certain Deeds.

tures

tures of Leaſe and Releaſe and Mortgage dated the ſaid twenty-ninth of *February* and firſt of *March* now laſt paſt, ſhould remain and continue in the Hands and Cuſtody of the ſaid *Edward Evans*, his Heirs and Aſſigns, but to be by him and them produced in Manner herein after mentioned. Now in Purſuance of the ſaid laſt recited Agreement, the ſaid *Edward Evans* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Arthur Adams*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Edward Evans*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will at any Time or Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *Arthur Adams*, his Heirs, Executors, Adminiſtrators or Aſſigns (unleſs hindered or prevented by Fire or other inevitable Accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth, all and every the ſaid ſeveral laſt mentioned Indentures, Deeds and Writings, or any of them, unto him the ſaid *Arthur Adams*, his Heirs and Aſſigns, or at any Trial or Hearing in any Court of Law or Equity, or to any Counſel or Counſels, or otherwiſe as Occaſion ſhall require, for the Evidencing, Maintaining and Defending the Title of him the ſaid *Arthur Adams*, his Heirs and Aſſigns, in and to ſuch of his Manors, Lands and Hereditaments as are compriſed in the ſame Indentures, Deeds and Writings, or any of them, and not purchaſed by, and herein before granted, releaſed and conveyed unto and to the Uſe of the ſaid *Edward Evans*, his Heirs and Aſſigns as aforeſaid. And whereas it hath been likewiſe agreed by and between the ſaid *Arthur Adams* and *Edward Evans*, that the Probate of the Will of the ſaid *David Adams*, dated about the fourth Day of *April* 1667. and one Indenture dated the firſt Day of *February* 1693. (duly inrolled in the Court of Common Pleas at *Weſtminſter*) and made between the ſaid *Arthur Adams* of the one Part, and *Fulk Flint* and the ſaid *Daniel Dun* of the other Part, and the Exemplification of a Common Recovery in *Hilary* Term in the fifth Year of the Reign of the late King *William* and Queen *Mary*, wherein *Guy Gee*, Eſq; and *Henry Hunt* were Demandants, the ſaid *Fulk Flint* and *Daniel Dun*, Tenants, and the ſaid *Arthur Adams*, Vouchee, ſhould remain in the Hands and Cuſtody of the ſaid *Arthur Adams*, his Heirs and Aſſigns, but to be by him and them produced in Manner herein after mentioned. Now in Purſuance of the ſaid laſt recited Agreement, the ſaid *Arthur Adams* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Edward Evans*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Arthur Adams*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will at any Time or Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *Edward Evans*, his Heirs, Executors, Adminiſtrators or Aſſigns (unleſs hindered or prevented by Fire or other inevitable Accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth the ſaid Probate of the ſaid Will, the ſaid Indenture of the firſt Day of *February* 1693. and the ſaid Exemplification of the ſaid Common Recovery, every or any of them, unto him the ſaid *Edward Evans*, his Heirs and Aſſigns, or at any Trial or Hearing in any Court of Law or Equity, or to any Counſel or Counſels or otherwiſe, as Occaſion ſhall require, for the Evidencing, Maintaining and Defending the Title of him the ſaid *Edward Evans*, his Heirs and Aſſigns, in and to the ſaid Manor or Manors, Advowſon, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before granted, releaſed and conveyed to and to the Uſe of him and them as aforeſaid. In Witneſs, *&c.*

By firſt Grantee to be produced, *&c.* The Covenant for that Purpoſe.

Another Agreement recited as to the Cuſtody of other Writings by the firſt Grantor, to be produced, *&c.*

The Covenant for that Purpoſe.

A Deed

A Deed of Releaſe of Manors, Lands, &c. *bought in Truſt before a Maſter in Chancery, under a Will, and Decree thereupon for a Sale. An Aſſignment of a Term to attend,* &c. *A Covenant by two Huſbands, for them and their Wives, to levy Fines. The Reports of ſeveral Maſters, and the Orders confirming them, and ſeveral other Orders are recited. Other Matters as in the Margin.* N° 23.

THIS Indenture of Six Parts, made the ſixth Day of *June Anno Domini* 1733, and in the ſixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain, &c.* between *Alfred Allen* of *Weſtminſter* in the County of *Middleſex,* Eſq; and *Bono* his Wife (late the Wife and afterwards the Widow and Relict of *Cyril Church,* late of *Dell* in the County of *Eſſex,* Gent. deceaſed) of the firſt Part; *Felix Church* of the Town of *Gand* in the County of *Hereford,* Gent. (Brother and Heir of the ſaid *Cyril Church,* and Deviſee and Reſiduary Legatee in his Laſt Will and Teſtament named, and ſole Executor of the ſame Will) and *Joan* Wife of the ſaid *Felix Church,* of the ſecond Part; *Kenelm Keate* of the Pariſh of St. *Margaret* within the Liberty of *Weſtminſter* in the County of *Middleſex,* Eſq; of the third Part; *Luna Lane,* Widow and Relict of *Martin Lane* late of *London,* Eſq; deceaſed, *Nicholas North* of *Olden* in the County of *Pembroke,* Eſq; *Ralph Rich* of *Olden* aforeſaid, Eſq; and *Saul Slade* of *Tam* in the County of *Worceſter* (the four acting Executors of the ſaid *Martin Lane* deceaſed) of the fourth Part; *Xerxes Xoll* of *Lincoln's Inn* in the ſaid County of *Middleſex,* Eſq; of the fifth Part; and *Zacheus Zouch* of the Pariſh of St. *James* within the ſaid Liberty of *Weſtminſter,* Eſq; of the ſixth Part. The Parties.

Whereas by Indentures of Leaſe and Releaſe and Settlement, bearing Date reſpectively the tenth and eleventh Days of *September* which was in the Year of our Lord 1721, the Releaſe and Settlement being quinquepartite, and made or mentioned to be made between the ſaid *Cyril Church* of the firſt Part; the ſaid *Bona* Wife of the ſaid *Alfred Allen* (then *Bona Aſh,* Spinſter) of the ſecond Part; Sir *Bryan Bing,* Bart. and Sir *Caleb Coates,* Knt. of the third Part; *Deborah Aſh* then of *Eaſtham* in the County of *Flint,* Widow, ſince deceaſed, and the ſaid *Kenelm Keate,* of the fourth Part; and *George Gee,* Eſq; and *Henry Hart,* Gent. of the fifth Part; in Conſideration of the Marriage then intended, and which was ſoon after had and ſolemnized between the ſaid *Cyril Church* and the ſaid *Bona Aſh* late his Wife, and now Wife of the ſaid *Alfred Allen,* and for other the Conſiderations therein mentioned, the Manors, Meſſuages, Farms, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, were (among other Lands and Hereditaments) conveyed and limited (among other Uſes which are ſince determined) to the Uſe of the ſaid *Deborah Aſh* and *Kenelm Keate,* their Executors, Adminiſtrators and Aſſigns for the Term of 300 Years, without Impeachment of Waſte, upon divers Truſts therein mentioned, and particularly (among others which are ſince determined) upon Truſt out of the Rents, Iſſues and Profits of the ſaid Manors, Farms, Meſſuages, Lands and Premiſſes ſo to them the ſaid *Deborah Aſh* and *Kenelm Keate* limited for the ſaid Term of 300 Years as aforeſaid, to raiſe and pay yearly and every Year from and after the Deceaſe of the ſaid *Cyril Church* unto the ſaid *Bona* his then intended Wife or her Aſſigns, during her natural Life, without any Deduction for any Manner of Taxes or other Deductions whatſoever, one Annuity or Rent-charge of 300 *l. per Annum,* payable half-yearly on the Feaſts of St. *Michael* the Archangel and the Annunciation of the bleſſed Virgin *Mary,* by equal Portions; the firſt Payment thereof to be made on ſuch of the ſaid Feaſt-Days as ſhould next happen after the Death of the ſaid *Cyril Church*; which ſaid Annuity was thereby agreed and declared to be as and for the Jointure of her the ſaid *Bona,* and in Lieu and full Satisfaction of her Dower and Thirds at Common Law, which ſhe might or could claim out of all or any the Manors, Meſſuages, Lands or Hereditaments of the ſaid *Cyril Church*; with ſuch Powers and Remedies for Recovery of the ſaid Annuity, in caſe the ſame ſhould be in Arrear, as in and by the ſaid Indenture of Releaſe and Settlement are and were

A Marriage Settlement recited,

whereby the now granted Manors were *(inter alia)* limited for a long Term, *ſans* Waſte,

upon Truſt to raiſe an Annuity for the Wife

for her Jointure in Bar of Dower.

were in that Behalf provided and given, as by the ſaid recited Indentures, Relation being thereunto reſpectively had, may (among other Things) more fully and at large appear. And whereas the ſaid *Cyril Church*, in and by his Laſt Will and Teſtament in Writing, by him duly made and publiſhed on or about the tenth Day of *July* which was in the Year of our Lord 1725, did give and deviſe all and every his Manors, Lands and Hereditaments and Real Eſtate whatſoever (ſubject to his Wife's Jointure) unto his Brother the ſaid *Felix Church* and his Heirs, to the Intent that the ſame might be immediately ſold (his Wife having promiſed to join in the Sale thereof as therein after was mentioned): And out of the Money ariſing by ſuch Sale it was his Will, and he did thereby direct that his ſaid Wife in the firſt Place ſhould receive the Sum of 4000 *l.* (being what he had promiſed to leave to her in Lieu of her Jointure) to be paid to her at the Time of her executing the Conveyances thereof: And after ſuch Payment he the ſaid Teſtator directed all his juſt Debts, particularly ſuch as appeared due to *Joſeph Jelt*, Eſq; and ſuch as he was bound with the ſaid Teſtator for, ſhould be paid out of the Remainder of ſuch Purchaſe-Money: And after all his juſt Debts ſhould be *bona fide* paid, then it was his Will that the Reſt and Reſidue of the ſaid Money ariſing by Sale of his ſaid Real Eſtate ſhould go to and be detained by his ſaid Brother and his Executors, as his and their own proper Monies; and (after ſome ſpecifick Legacies, Bequeſts and Directions, and particularly a Legacy of 100 *l.* to his ſaid Wife for Mourning) the ſaid Teſtator gave all the reſt of his Perſonal Eſtate whatſoever to his ſaid Brother, who was to pay all his Legacies, and made his ſaid Brother ſole Executor of his ſaid Will; and the ſaid Teſtator left the Maintenance of his Mother to his ſaid Brother *Felix*, and charged his Truſt Eſtate from his Brother with 20 *l. per Annum* for that Purpoſe during Life, as by the ſaid recited Will (ſince duly proved by the ſaid *Felix Church*, who hath taken on himſelf the Burthen of the Execution thereof) Relation being thereunto had, may more fully appear. And whereas by a Decree or Decretal Order of the High Court of Chancery, made and pronounced on or about the eighth Day of *Auguſt* which was in the ſecond Year of his preſent Majeſty's Reign, in two Cauſes then and there depending, the one between the ſaid *Alfred Allen* and *Bona* his Wife, Plaintiffs, and the ſaid *Felix Church*, *Kenelm Keate*, *George Gee*, Dame *Keſia Keſtle*, and *Luke Allen*, Eſq; Defendants, and the other between the ſaid *Felix Church*, Plaintiff, and the ſaid *Alfred Allen* and *Bona* his Wife, Defendants, it was (among other Things) ordered and decreed that it ſhould be referred to *Mark Thurſton*, Eſq; one of the Maſters of the ſaid Court, to take an Account of what was due to the Plaintiffs for the ſaid Legacy of 4000 *l.* given to the Plaintiff *Bona* in Lieu of her Rent-charge of 300 *l. per Annum*, and for her Legacy of 100 *l.* given her for Mourning, with Intereſt for the ſame, from the Death of the ſaid Teſtator; and that the Plaintiff *Allen* and his Wife and the Defendant *Church* ſhould come to an Account before the ſaid Maſter for what of the ſaid Teſtator's Perſonal Eſtate, and Rents and Profits of his Real Eſtate, was come to their reſpective Hands, or to the Hands of any others for their reſpective Uſe; for the better Diſcovery whereof they were to be examined on Interrogatories as the ſaid Maſter ſhould direct; and what of the ſaid Teſtator's Perſonal Eſtate ſhould upon the ſaid Account appear to be in the ſaid Defendant's Hands, was ordered in the firſt Place to be applied to pay the ſaid Teſtator's Debts. And it was further ordered and decreed, that the ſaid Teſtator's Real Eſtate ſhould be ſold to the beſt Purchaſor that could be got for the ſame, to be allowed by the ſaid Maſter, and that all Parties ſhould join in ſuch Sale as the ſaid Maſter ſhould direct, and that the Money ariſing by ſuch Sale, together with what of the Rents and Profits of the ſaid Teſtatrix's Real Eſtate ſhould upon the ſaid Account appear to be in the ſaid Defendant *Church*'s Hands, ſhould be applied to pay the ſaid Teſtator's Debts by Specialty on the Eſtate, and then to pay what the ſaid Maſter ſhould certify to be due to the Plaintiffs for the ſaid Legacies of 4000 *l.* and 100 *l.* and Intereſt, diſcounting what the Plaintiffs had received by and out of the ſaid Teſtator's Real and Perſonal Eſtate; and the ſaid Maſter was to tax the Defendants the Truſtees their Coſts of the ſaid Suit, which were to be paid them out of the ſaid Teſtator's Eſtate. And whereas by a ſubſequent Order of the ſaid Court, made in the ſaid Cauſes on or about the twelfth Day of *Auguſt* in the Year of our Lord

A Will recited, deviſing the Lands to be ſold,

and directing the Application of the Purchaſe-Money,

and bequeathing the Teſtator's Perſonal Eſtate.

A Decree in Chancery recited,

directing an Account,

and a Sale of the Real Eſtate of the Teſtator.

A ſubſequent Order in Chancery recited,

Lord 1731, it was ordered that the ſaid Maſter ſhould ſell the ſaid Eſtate in Parcels to the beſt Purchaſor or Purchaſors, for the Benefit of the Creditors and Parties intereſted therein. And whereas the ſaid Maſter in Purſuance of the ſaid Orders made his Report in the ſaid Cauſes on or about the tenth Day of *February* in the ſaid Year of our Lord 1731, and thereby certified that the ſaid *Xerxes Xoll* having bid before him the Sum of 3500 *l.* for the Manor, Lands and Hereditaments in *Netten*, (being the Manors, Lands and Hereditaments herein after conveyed, or mentioned ſo to be) and for the Farm and other the Premiſſes in *Onſen* in the County of *Eſſex*, mentioned in the Particular left with the ſaid Maſter (being Part of the Eſtate of the ſaid *Cyril Church* deceaſed) having a good Title made him thereto clear of all Incumbrances, and no other Perſon having bid ſo much for the above-named Premiſſes, he did approve of and allow the ſaid *Xerxes Xoll* to be the beſt Purchaſor of the ſaid Premiſſes for the ſaid Sum of 3500 *l.* which ſaid Report by two ſubſequent Orders of the ſaid Court made in the ſame Cauſes, the one on or about the eleventh Day of the ſame *February*, and the other on or about the eighth Day of *March* in the ſame Year, was confirmed and made abſolute. And whereas by a ſubſequent Order of the ſaid Court, made in the ſame Cauſes on or about the ſixth Day of *Auguſt* now laſt paſt, upon Motion then made to the ſaid Court, (ſetting forth *(inter alia)* that by the ſaid Report of the ſaid Maſter *Thurſton* the ſaid *Xerxes Xoll* was reported the beſt Purchaſor of the Manor of *Netten* of the yearly Value of 120 *l.* and of a Farm called *Onſen Farm* of the yearly Value of 30 *l.* for 3500 *l.* and that a good Title could not be made for the ſaid *Onſen Farm*, and that the ſaid *Xerxes Xoll* was willing to purchaſe *Netten* only, and praying that it might be referred back to the ſaid Maſter to adjuſt the Price of the ſaid Manor, and that the ſaid *Xerxes Xoll* might forthwith proceed in his Purchaſe thereof, or in Default thereof that the ſaid Maſter's Report might be diſcharged) it was ordered that the ſaid *Xerxes Xoll* ſhould be diſcharged from the Purchaſe of the ſaid *Onſen Farm*; and as to the ſaid Manor of *Netten*, that the ſaid Maſter ſhould ſettle the Proportion of the Purchaſe-Money for the ſame. And whereas *William Spicer*, Eſq; now one of the Maſters of the ſaid Court, (to whom the ſaid Cauſes are ſince transferred) by his Report made in Purſuance of the ſaid laſt recited Order on or about the tenth Day of *November* now laſt paſt did certify, that he had conſidered of the Matters by the ſame Order to him referred, and that he did conceive that the Sum of 3000 *l.* was a fit Proportion of the Purchaſe-Money for the Manor of *Netten* in the ſame Order mentioned; and he did therefore approve of and allow the ſaid *Xerxes Xoll* to be the beſt Purchaſor of the ſaid Manor of *Netten* only for the ſaid Sum of 3000 *l.* And whereas by a ſubſequent Order of the ſaid Court made in the ſaid Cauſes on or about the tenth Day of *April* now laſt paſt, it was ordered, that upon the ſaid *Xerxes Xoll* paying the ſaid 3000 *l.* into the Bank with the Privity of the Accountant General of the ſaid Court, to be placed to the Account of the ſaid Cauſe, ſubject to the further Order of the ſaid Court, all proper Parties ſhould join in and execute proper Conveyances of the ſaid purchaſed Premiſſes to the ſaid *Xerxes Xoll*, or as he ſhould direct; and that the Receiver of the ſaid Eſtate ſhould after *Lady-Day* next (and now laſt paſt) deliver Poſſeſſion thereof to the ſaid Mr. *Xoll*, and thereupon the Tenants thereof were to attorn and pay their accruing Rents to the ſaid Mr. *Xoll*, as by the ſaid recited Decree or Decretal Order and ſubſequent Orders and Reports, Relation being thereunto reſpectively had, may more fully and at large appear. And whereas the ſaid *Xerxes Xoll* bid before the ſaid Maſter for the ſaid Eſtate, (whereof he was ſo allowed and ſtands confirmed the beſt Purchaſor as aforeſaid) not on his own Behalf or for his own Benefit, but only at the Inſtance of and in Truſt for the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, who (as the acting Executors of the ſaid *Martin Lane)* are and were the Real Purchaſors thereof, which he the ſaid *Xerxes Xoll* doth hereby acknowledge, teſtify and declare. And whereas the ſaid Purchaſors, in Purſuance of and Obedience to the ſaid laſt recited Order, and in the Name of the ſaid *Xerxes Xoll*, have paid the Sum of 3000 *l.* of lawful Money of *Great Britain*, (Part of the perſonal Eſtate of the ſaid *Martin Lane)* in Satisfaction and Diſcharge of the ſaid 3000 *l.* Purchaſe-Money, into the Bank of *England*, with the Privity of the ſaid *Mark Thurſton*, (who is now the Accountant General of the

and the Maſter's Report of the beſt Purchaſor of Part,

and two Orders to confirm the Report.

Another Order recited.

Another Report (by another Maſter) recited.

Another Order recited.

Recital that the beſt Purchaſor bid, &c. in Truſt,

and that the Purchaſors (the *Ceſtuy que Truſts*) have paid in the Money (with Privity of the Accountant General).

the ſaid Court of Chancery) which had been placed to his Account in the Books kept at the ſaid Bank of *England*, and in the ſaid Accountant General's Office, and to the Credit of the ſaid Cauſes, as by a Receipt or Certificate under the Hand of *Thomas Maddocks*, one of the Caſhiers of the ſaid Bank of *England*, and a Report or Certificate under the Hand of the ſaid Accountant General, both bearing Date the tenth Day of this Inſtant Month of *June*, and duly filed in the Regiſter's Office of the ſaid Court of Chancery, Relation being thereunto reſpectively had, may appear. Now this Indenture witneſſeth, That in Purſuance of and Obedience to the ſaid recited Decree and ſubſequent Orders, and in Purſuance and Part of Performance and Execution of the ſaid recited Truſt repoſed in the ſaid *Felix Church*, in and by the ſaid recited Will of the ſaid *Cyril Church*, and in Compliance with the Deſire of the ſaid *Cyril Church*, and in Performance of the Promiſe of the ſaid *Bona* (Wife of the ſaid *Alfred Allen*) by her made to the ſaid *Cyril Church*, her late Huſband, to join in the Sale of his real Eſtate, and for and in Conſideration of the ſaid Sum of 3000 *l.* ſo paid by the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, into the ſaid Bank of *England* as aforeſaid, the Payment whereof accordingly they the ſaid *Alfred Allen* and *Bona* his Wife and *Felix Church* do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, and each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators and Aſſigns, and the Executors and Adminiſtrators of the ſaid *Martin Lane* for ever by theſe Preſents, (which ſaid Sum of 3000 *l.* is the ſame Sum of 3000 *l.* mentioned to be the Conſideration-Money of one Indenture bearing even Date herewith, inrolled or intended to be inrolled in the ſaid High Court of Chancery, purporting a Bargain and Sale of the ſaid Manors, Meſſuages, Lands and Hereditaments herein after conveyed, or mentioned ſo to be, with their Appurtenances, by and from the ſaid *Alfred Allen* and *Bona* his Wife, and *Felix Church* and *Joan* his Wife, unto and to the Uſe of them the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, their Heirs and Aſſigns) and in Conſideration of the Sum of 10 *s.* of like Money to the ſaid *Alfred Allen* and *Bona* his Wife, and *Felix Church* and *Joan* his Wife, in Hand paid by the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Alfred Allen* and *Bona* his Wife, and *Felix Church* and *Joan* his Wife have and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth (with the Privity and Conſent of the ſaid *Xerxes Xoll*, teſtified by his being a Party to and his Sealing and Delivering of theſe Preſents) grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, their Heirs and Aſſigns, all that and thoſe the Manor or Manors, or reputed Manor or Manors of *Sans* and *Tam* in *Netten* in the ſaid County of *Eſſex*, and alſo all Courts-Leet, Courts-Baron, Views of Frankpledge, Perquiſites and Profits of Courts, Waifs, Eſtrays, Deodands, Felons Goods, Reliefs, Heriots, Fines, Amerciaments, Waters, Fiſhings, Pools, Ponds, Profits, Commodities, Lands, Tenements, Rights, Royalties, Hereditaments and Appurtenances whatſoever to the ſaid Manor or Manors, or reputed Manor or Manors, or either of them belonging, or in any wiſe appertaining, or accepted, reputed, taken or known as Part, Parcel or Member of them, or either of them, or with them or either of them held, letten, uſed or enjoyed; and alſo all that Capital Meſſuage or Manſion-houſe ſituate and being in *Netten* aforeſaid, with the Dove-houſe and Homeſtall thereto adjoining or belonging, containing by Eſtimation four Acres more or leſs, late in the Occupation of the ſaid *Cyril Church*, his Aſſigns or Tenants, with the Orchards, Gardens, Court-yards, Curtilages, Dove-houſes, Yards, Barns, Stables, Coach-houſes and Appurtenances whatſoever to the ſaid Meſſuage belonging or therewith held and enjoyed, and alſo all thoſe two Spinneys of Wood lying and being in the Farm Cloſes in *Netten* aforeſaid, containing by Eſtimation one Acre, be the ſame more or leſs, late alſo in the Occupation of the ſaid *Cyril Church*, his Aſſigns or Tenants, which ſaid Capital Meſſuage, Dove-houſe, Homeſtall, Gardens, Orchards and Spinneys now are, or late were of the yearly Value of 20 *l.* and alſo all that Cloſe of Paſture, called or known by the Name of *Vam Cloſe*, containing by Eſtimation four Acres, be the ſame more or leſs, and alſo all thoſe two other Cloſes of Paſture, called

or

Recital of the Receipt, &c. for the ſame.

The Motives and Conſiderations of this Deed.

The Grant, &c.

The Parcels.

or known by the Name or Names of the *Wam Cloſes*, containing together by Eſtimation ſix Acres, be the ſame more or leſs, and alſo all that Pightle of Paſture called or known by the Name of *Xandal's Pightle*, containing by Eſtimation two Acres, more or leſs; [*Here follow more Parcels.*] All which ſaid laſt mentioned Meſſuage and Farm, Cloſes of Paſture and Arable Land are ſituate, lying and being in the Town, Pariſh and Fields of *Netten* aforeſaid, and late or ſome Time were in the Tenure or Occupation of *Zacheus Zouch*, his Aſſigns or Under-tenants, at and under the yearly Rent of 40 *l.* and alſo all that other Meſſuage or Farm-houſe in *Netten* aforeſaid, and alſo all that Cloſe of Paſture called or known by the Name of *Axton Cloſe*, containing by Eſtimation two Acres, by the ſame more or leſs, and alſo all that other Cloſe of Paſture called or known by the Name of *Bitton Cloſe*, containing by Eſtimation two Acres, be the ſame more or leſs [*Here follow more Parcels*]; and alſo all other the Manors, Meſſuages, Lands and Hereditaments whatſoever, late of the ſaid *Cyril Church* in or near *Netten* aforeſaid, with their and every of their Rights, Royalties, Members and Appurtenances (all which ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, are now in the actual Poſſeſſion of the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Alfred Allen* and *Bona* his Wife and *Felix Church*, for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Alfred Allen* and *Bona* his Wife, and *Felix Church* and *Joan* his Wife, and of each and every or any of them, of, in, to or out of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof; and alſo all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes only, or only any Part thereof, which they the ſaid Parties laſt named, or any of them, now have or hath in any of their Cuſtodies, or can come by without Suit in Law; together with true Copies of all ſuch other Deeds, Evidences and Writings as concern or relate to the ſame Premiſſes, or any Part thereof, jointly or together with any other Manors, Lands or Hereditaments; ſuch Copies to be written and taken out at the Coſts and Charges of the ſaid Purchaſers, or ſome of them; To have and to hold the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby or mentioned to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, their Heirs and Aſſigns, to and for the Uſe and Behoof of them the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, and of their Heirs and Aſſigns for ever. And the ſaid *Alfred Allen* for himſelf, and the ſaid *Bona* his Wife, his or her Heirs, and the ſaid *Felix Church* for himſelf, and the ſaid *Joan* his Wife, his and her Heirs, do hereby ſeverally covenant, promiſe and agree to and with the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, their Heirs and Aſſigns, that they the ſaid *Alfred Allen* and *Bona* his Wife, and *Felix Church* and *Joan* his Wife ſhall and will, before the End of *Trinity* Term next enſuing the Date of theſe Preſents, at the Coſts and Charges of the ſaid Purchaſers or ſome of them, their or ſome of their Heirs, Executors or Adminiſtrators, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *ſur Conuzance de Droit come ceo*, *&c.* whereupon Proclamations ſhall and may be had and made, according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, and the Heirs of one of them, of all the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet.

The Bargain, *&c.* for a Year mentioned.

General Words.

Deeds, *&c.*

and Copies.

Habendum to the Purchaſers in Fee.

Covenant by the Huſbands (for them and their Wives) to levy Fines,

to enure to the Uſe of the Purchaſers in Fee.

Which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be leyied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſame Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, to be and enure unto and for the Uſe and Behoof of them the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, and of their Heirs and Aſſigns for ever. And the ſaid *Alfred Allen* doth hereby for himſelf and the ſaid *Bona* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, their Heirs and Aſſigns, that they the ſaid *Alfred Allen* and *Bona* his Wife, or either of them, have not, nor hath at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before granted and releaſed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. And the ſaid *Felix Church* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators covenant, promiſe, grant and agree to and with the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, their Heirs and Aſſigns, in Manner following, (that is to ſay) That he the ſaid *Felix Church* hath not at any Time heretofore done, committed or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And further, That it ſhall and may be lawful to and for the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, their Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit, from and after *Lady-Day* now laſt paſt, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by him the ſaid *Felix Church*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them or any of them; and that freed, acquitted, exonerated and diſcharged or otherwiſe well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Felix Church*, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them or any of them, or by his, their or any of their Act, Means, Aſſent, Conſent, Privity or Procurement. And moreover, that he the ſaid *Felix Church*, and his Heirs, and all others having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity of, in, to or out of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, ſhall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, or any of them, their or any of their Heirs or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all ſuch further and other lawful and reaſonable Acts and Deeds, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Feoffment, Common Recovery or otherwiſe howſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring

One of the Vendors (Huſband of the Jointreſs) covenants for himſelf and Wife, that they have not incumbred.

The like Covenant by the other Huſband, the Heir,

and for quiet Enjoyment,

free from Incumbrances,

and to make further Aſſurances,

Aſſuring of the ſame Manors, Meſſuages, Farms, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto the Uſe and Behoof of them the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, and of their Heirs and Aſſigns for ever, as by them the ſaid Parties laſt named, or any of them, their or any of their Heirs or Aſſigns, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And this Indenture further witneſſeth, That in further Purſuance of and Obedience to the ſaid recited Decree and ſubſequent Orders, and for the Conſiderations aforeſaid, and for and in Conſideration of the Sum of 10*s.* of like Money to the ſaid *Kenelm Keate* in Hand paid by the ſaid *Zacheus Zouch* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Kenelm Keate*, at the Requeſt and by the Direction and Appointment of the ſaid *Alfred Allen* and *Bona* his Wife and *Felix Church* (teſtified by their being Parties to, and Sealing and Delivery of theſe Preſents) hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth (at the Nomination of the ſaid *Lana Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*) bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Zacheus Zouch*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before particularly mentioned, with their and every of their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Kenelm Keate*, of, in, to and out of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part and Parcel thereof, by Force or Virtue of the ſaid recited Indentures of Leaſe and Releaſe and Settlement, or either of them, or otherwiſe howſoever; To have and to hold the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and all and ſingular other the Premiſſes hereby or mentioned to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Zacheus Zouch*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of three hundred Years therein; in Truſt nevertheleſs for them the ſaid *Luna Lane*, *Nicholas North*, *Ralph Rich* and *Saul Slade*, their Heirs and Aſſigns, and to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes ſo to them herein before conveyed as aforeſaid, or mentioned or intended ſo to be, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any be. And the ſaid *Kenelm Keate* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Zacheus Zouch*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Kenelm Keate* hath not at any Time heretofore done, committed or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by Means whereof, the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before aſſigned, or any of them, or any Part thereof, or the ſaid Term of three hundred Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs, *&c.*

The Aſſignment of the Term to a Truſtee, named by the Purchaſers, to attend, &c.

The former Truſtee of the Term covenants that he has not done any Thing to incumber.

A Conveyance

N° 24. *A Conveyance in Fee by Leaſe and Releaſe, (this being the Releaſe) of Lands in Mortgage for Years; the Mortgage Terms are hereby aſſigned to Truſtees for the Purchaſer; and a Term which was created by an old Marriage Settlement to raiſe Portions (which have been paid) is aſſigned by another Deed of this Date; the Mortgage Money paid is Part of the Conſideration Money of this Conveyance, the Aſſignee of the Mortgage being a Party.*

THIS Indenture quadrupartite made the ſeventeenth Day of *November* in the Year of our Lord 1734. and in the eighth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King, *&c.* between
The Parties. *Bryan Bell* of *Aſhfield* in the County of *Bedford*, Joiner, and *Celia* his Wife, of the firſt Part; *Xerxes Yarly* of *Egar* in the ſame County, Gent. of the ſecond Part; *Charles Carr* of *Fotton* in the Pariſh of *Groves* in the County of *Hertford*, Eſq; of the third Part; and *Abraham Dort* of *London*, Eſquire, of the fourth Part. Whereas by Indenture of Mortgage bearing Date on or about the fourth
A Mortgage for Years recited, being of Parcel of the Lands now conveyed. Day of *November* 1718. and made or mentioned to be made between the ſaid *Bryan Bell* of the one Part, and *Jerom Jell* of *Kennor* in the ſaid County of *Bedford*, Gent. of the other Part, the ſaid *Bryan Bell* in Conſideration of the Sum of 400*l.* therein mentioned to be to him paid by the ſaid *Jerom Jell*, did grant and demiſe unto the ſaid *Jerom Jell*, his Executors, Adminiſtrators and Aſſigns, all thoſe Lands, containing ninety Acres, more or leſs, lying and being in the Pariſhes of *Kenton* and *Leiton*, or one of them in the ſaid County of *Bedford*, then in the Tenure of *Nathaniel Nanns* or his Aſſigns, with the Appurtenances (being Parcel of the Lands and Hereditaments herein after conveyed); To hold unto the ſaid *Jerom Jell*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date thereof for the Term of five hundred Years without Impeachment of Waſte, ſubject to a Proviſo therein contained for Redemption of the Premiſſes on Payment of the Sum of 400*l.* principal Money and lawful Intereſt for the ſame by the ſaid *Bryan Bell*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Jerom Jell*, his Executors, Adminiſtrators
An Aſſignment of the ſame Mortgage recited. or Aſſigns, at a Day therein for that Purpoſe limited and ſince paſt. And whereas the ſaid recited Mortgage and Security was afterwards by Indenture dated on or about the ſecond Day of *Auguſt* 1721. (and made or mentioned to be made between the ſaid *Jerom Jell* of the firſt Part, *Lionel Lacy* of *Aſhfield* aforeſaid of the ſecond Part, and *Mary Jell*, for whom the ſaid *Jerom Jell* was a Truſtee in the ſaid Mortgage, of the third Part) aſſigned or mentioned to be aſſigned
Another Deed of Mortgage for Years for a further Sum (containing an Aſſignment of the former Mortgage and including more Lands, *&c.*) recited. unto the ſaid *Lionel Lacy*. And whereas by Indenture tripartite of Mortgage and Aſſignment bearing Date on or about the ſixth Day of *June* 1724. and made or mentioned to be made between the ſaid *Lionel Lacy* of the firſt Part, the ſaid *Xerxes Yarly* of the ſecond Part, and the ſaid *Bryan Bell* of the third Part (reciting among other Things to the Effect as is herein before recited) in Conſideration of the Sum of 460*l.* therein mentioned to be paid by the ſaid *Xerxes Yarly* by the Direction of the ſaid *Bryan Bell* unto the ſaid *Lionel Lacy*, in full of all principal Money and Intereſt due and owing to him on the ſaid recited Security, he the ſaid *Lionel Lacy*, by Direction of the ſaid *Bryan Bell*, did aſſign and transfer unto the ſaid *Xerxes Yarly*, his Executors, Adminiſtrators and Aſſigns, the ſaid recited Indentures of Mortgage and Aſſignment, and the Lands, Hereditaments and Premiſſes thereby demiſed and aſſigned, with the Appurtenances, and all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand of him the ſaid *Lionel Lacy*, of, in and to the ſame Premiſſes, or any Part or Parcel thereof; To hold unto the ſaid *Xerxes Yarly*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of five hundred Years therein; and in Conſideration of the further Sum of 480*l.* of like Money therein alſo mentioned to be paid by the ſaid *Xerxes Yarly* to the ſaid *Bryan Bell*, he the ſaid *Bryan Bell* did ratify and confirm the ſaid Lands, Hereditaments and Premiſſes unto the ſaid *Xerxes Yarly*, his Executors,

cutors, Adminiſtrators and Aſſigns, for the then Reſidue of the ſame Term, and for further ſecuring the Payment of the ſeveral Sums aforementioned, did thereby alſo further grant and demiſe unto the ſaid *Xerxes Yarly*, his Executors, Adminiſtrators and Aſſigns, all that Parcel of Coney-Ground and Wood-Land, Part whereof was then lately ploughed and converted into Tillage, containing together about ſixty Acres (Part of the Manor of *Newd)* and then in the Tenure or Occupation of the ſaid *Nathaniel Nans* or his Aſſigns, with the Appurtenances (being other Part of the Lands and Hereditaments herein after conveyed); To hold unto the ſaid *Xerxes Yarly*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſame Indenture, for the Term of five hundred Years without Impeachment of Waſte; ſubject to a Proviſo and Agreement therein contained for Redemption of all the ſaid Premiſſes, on Payment by the ſaid *Bryan Bell*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Xerxes Yarly*, his Executors, Adminiſtrators or Aſſigns, of the Sum of 940 *l.* principal Money, and lawful Intereſt for the ſame, at a Day therein for that Purpoſe limited and ſince paſt; as in and by the ſaid ſeveral recited Indentures, Relation being thereunto reſpectively had, may more fully appear. And whereas there is now due and owing to the ſaid *Xerxes Yarly* for principal Money and Intereſt on his ſaid recited Security the Sum of 1200 *l.* and no more; And whereas the ſaid *Charles Carr* hath contracted and agreed with the ſaid *Bryan Bell* for the abſolute Purchaſe of all the ſaid Parcels of Land and Hereditaments herein after conveyed, and the Equity of Redemption thereof, for the Sum or Price of 1400 *l.* of lawful Money of *Great Britain*, out of which the ſaid Sum of 1200 *l.* ſo due and owing to the ſaid *Xerxes Yarly* as aforeſaid, is to be paid off and diſcharged, and all the ſame mortgaged Premiſſes are to be aſſigned, during the Reſidue of the ſaid ſeveral Terms of five hundred and five hundred Years therein reſpectively, unto the ſaid *Abraham Dort*, in Truſt for the ſaid *Charles Carr*, his Heirs and Aſſigns, for the Purpoſes herein after expreſſed. Now this Indenture witneſſeth, that in Purſuance of the ſaid recited Contract and Agreement, and for and in Conſideration of the Sum of 1200 *l.* of lawful Money of *Great Britain* (Part of the ſaid 1400 *l.* Purchaſe Money) to the ſaid *Xerxes Yarly* in Hand well and truly paid by the ſaid *Charles Carr* at or before the Sealing and Delivery of theſe Preſents, at the Requeſt and by the Direction, and for the proper Debt of the ſaid *Bryan Bell* (teſtified by his being a Party to and executing theſe Preſents) in full Diſcharge of all principal Money and Intereſt now due and owing from the ſaid *Bryan Bell* to the ſaid *Xerxes Yarley* on Security of the Premiſſes, and for and in Conſideration of the further Sum of 200 *l.* of like Money (Reſidue of the ſaid 1400 *l.* Purchaſe Money) to the ſaid *Bryan Bell* in Hand alſo well and truly paid by the ſaid *Charles Carr* at or before the Enſealing or Delivery hereof, the Receipt and Payment of which ſaid ſeveral Sums of 1200 *l.* and 200 *l.* accordingly, they the ſaid *Xerxes Yarly* and *Bryan Bell* do hereby reſpectively acknowledge, and thereof, and of every Part thereof, do reſpectively acquit, releaſe and diſcharge the ſaid *Charles Carr*, his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents (which ſaid Sum of 1400 *l.* is the ſame Sum of 1400 *l.* mentioned to be the Conſideration Money of one Indenture of Bargain and Sale inrolled, or intended to be inrolled in the High Court of Chancery, bearing even Date with theſe Preſents, and made or expreſſed to be made between the ſaid *Bryan Bell* and *Celia* his Wife of the one Part, and the ſaid *Charles Carr* of the other Part, purporting a Grant and Conveyance of the ſaid Lands and Hereditaments herein after conveyed or mentioned ſo to be, with the Appurtenances unto and to the Uſe of the ſaid *Charles Carr*, his Heirs and Aſſigns for ever) they the ſaid *Bryan Bell* and *Celia* his Wife have, and each of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Charles Carr*, his Heirs and Aſſigns, all thoſe the ſaid ſeveral Parcels of Land and Ground, containing together by Eſtimation ninety Acres, be the ſame more or leſs, now, late or ſome Time in the Tenure, Poſſeſſion or Occupation of the ſaid *Nathaniel Nanns*, his Aſſigns, Leſſees or Under-Tenants lying and being in the ſeveral Pariſhes of *Kenton* and *Leiton*, or one of them, in the ſaid

Recital of Money now due, and of an Agreement for the abſolute Purchaſe, &c.

The Conſideration of this Deed, the Mortgage Money in Part, and other Money.

Reference to a Deed of Bargain and Sale to be inrolled, purporting a Conveyance.

The Grant, Releaſe, &c.

The Parcels.

County of *Bedford*, and ſome Time ſince let to the ſaid *Nathaniel Nanns* at and under the yearly Rent of 20 *l.* and alſo all that the ſaid Parcel of Coney-Ground and Wood-Land, Part of which hath lately been plowed up, and is converted into Tillage or Arable Land as aforeſaid, containing in the whole by Eſtimation ſixty Acres, be the ſame more or leſs, lying and being in the Pariſh of *Leiton* aforeſaid in the ſaid County of *Bedford*, which ſaid laſt mentioned Parcel of Ground and Wood-Land is Part and Parcel, or was lately reputed to be Part and Parcel of, or belonging to the ſaid Manor of *Newd*, and now is, or late or ſome Time was in the Tenure, Poſſeſſion or Occupation of the ſaid *Nathaniel Nanns*, his Aſſigns, Leſſees or Under-Tenants, and all which Premiſſes were late or here-

Trees, &c. tofore Part of the Eſtate of Sir *Edward Evans*, Bart. deceaſed; and all Timber-Trees, and other Trees, Woods, Under-woods, Ways, Paths, Paſſages, Waters, Watercourſes, Commons, Common of Paſture, Hedges, Mounds, Fences, Ditches, Eaſements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid ſeveral Parcels of Land, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned ſo to be, every or any Part or Parcel thereof, belonging or in any wiſe appertaining, or with the ſame or any Part thereof now or at any Time heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof,

Bargain for a Year mentioned. or of any Part thereof (all which ſaid Lands, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned ſo to be, are now in the actual Poſſeſſion of the ſaid *Charles Carr*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Bryan Bell* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Charles Carr* in and by one Indenture, bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for

General Words. transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Equity of Redemption, Truſt, Property, Claim and Demand whatſoever, either at Law or in Equity, of them the ſaid *Bryan Bell* and *Celia* his Wife, and of each or either of them, of, in, to or out of the ſaid hereby granted and releaſed Lands, Grounds, Hereditaments and Premiſſes, or any of them, or any Part or

Deeds, &c. Parcel thereof, and alſo all Deeds, Evidences and Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which he the ſaid *Bryan Bell* now hath in his Cuſtody, or can come by without

Habendum to the Purchaſer in Fee. Suit in Law; To have and to hold the ſaid Lands, Tenements, Ground, Hereditaments, and all and ſingular other the Premiſſes herein before granted and releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *Charles Carr*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Charles Carr*, and of his Heirs and Aſſigns

The Huſband for himſelf and his Wife covenants to levy a Fine to the Purchaſer. for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Bryan Bell* doth hereby for himſelf and the ſaid *Celia* his Wife, and their Heirs, covenant, promiſe, grant and agree to and with the ſaid *Charles Carr*, his Heirs and Aſſigns, that they the ſaid *Bryan Bell* and *Celia* his Wife, ſhall and will, at the Coſts and Charges of the ſaid *Charles Carr*, as of this preſent *Michaelmas* Term, or before the End of *Hilary* Term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *ſur Conuzance de droit come ceo, &c.* whereupon Proclamation ſhall and may be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Charles Carr* and his Heirs, of all the ſaid Lands, Grounds, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be levied and acknowledged, and all and every other Fine and Fines, Common Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, acknowledged, ſuffered or executed, or hereafter to

be

be had, made, levied, acknowledged, ſuffered or executed of the ſame Lands, Grounds, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents to be and enure unto and for the only proper Uſe and Behoof of him the ſaid *Charles Carr*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Bryan Bell* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Charles Carr*, his Heirs and Aſſigns, in Manner following, (that is to ſay) that the ſaid *Bryan Bell* (for and notwithſtanding any Act, Matter or Thing whatſoever by him done, committed, or wittingly or willingly ſuffered to the contrary) now is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee, of and in the ſaid Lands, Grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple to him and his Heirs, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame (except as is herein after excepted); and that (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) he the ſaid *Bryan Bell*, at the Time of the Enſealing and Delivery of theſe Preſents, hath in himſelf good Right, full Power and lawful and abſolute Authority to grant and convey the ſame Lands, Grounds, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Charles Carr*, his Heirs and Aſſigns, in Manner aforeſaid, and according to the Purport and true Meaning of theſe Preſents (except as is herein after excepted): And alſo that it ſhall and may be lawful to and for the ſaid *Charles Carr*, his Heirs and Aſſigns, from Time to Time, and at all Time hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Lands, Grounds, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his or their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Bryan Bell*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſame Lands, Grounds, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Bryan Bell*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointure, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Bryan Bell*, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them, or any of them, (other than and except the now Reſidue of the ſaid two ſeveral Terms of five hundred Years and five hundred Years of and in the ſaid Lands and Premiſſes reſpectively; the now Reſidue of which ſaid Terms are herein after aſſigned, or mentioned to be aſſigned by the ſaid *Xerxes Yarly* unto the ſaid *Abraham Dort*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Charles Carr*, his Heirs and Aſſigns, for the Purpoſes and in Manner herein after in that Behalf expreſſed; and alſo other than and except a certain Indenture of Settlement, dated on or about the ſixteenth Day of *May* 1672, made upon the Marriage of Sir *Francis Evans* (Son of the ſaid Sir *Edward Evans*) with *Grace* the Daughter of Sir *James Jenks*, Knt. whereby the ſaid Parcels of Land, containing together ninety Acres, more or leſs, now, late or ſometime in the Tenure

to his Uſe in Fee,

and that he is ſeiſed in Fee,

free from Incumbrances,

and has Power to convey,

(except as after) and for quiet Enjoyment,

free from Incumbrances,

except the ſaid Mortgage-Terms (which are herein aſſigned)

and an old Marriage Settlement,

Tenure of the ſaid *Nathaniel Nanns* or his Aſſigns, were (amongſt other Hereditaments) limited and aſſured (amongſt divers other Uſes therein contained) to the Uſe of *Obed Owen*, *Peter Prim*, *Richard Ryme* and *Stephen Sturt*, their Executors, Adminiſtrators and Aſſigns, for the Term of three hundred Years, without Impeachment of Waſte, in Truſt for raiſing 4000 *l.* for Portions for the Daughters of the ſaid Marriage, in Manner therein expreſſed; and which ſaid 4000 *l.* hath been long ſince raiſed and paid accordingly, and the Reſidue of the ſaid Term of three hundred Years (as to the ſaid laſt mentioned Lands and Premiſſes) by good and ſufficient Meſne Aſſignments and Aſſurances in the Law afterwards legally came to and veſted in *Adam Aiery* of *Aſhfield* aforeſaid, Mercer, in Truſt for the ſaid *Bryan Bell*, his Heirs and Aſſigns, and to attend the Inheritance of the Premiſſes. And the now Reſidue of the ſame Term, as to the ſame Premiſſes, is by Indenture quadripartite of Aſſignment, bearing even Date with theſe Preſents, and made or expreſſed to be made between the ſaid *Adam Aiery* of the firſt Part the ſaid *Bryan Bell* of the ſecond Part, the ſaid *Charles Carr* of the third Part, and *David Dort* of *Whitehall* within the Liberty of *Weſtminſter*, of the fourth Part, aſſigned or intended to be aſſigned unto the ſaid *David Dort*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Charles Carr*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct, and in the mean Time to attend the Inheritance of the ſame Premiſſes hereby conveyed, for protecting the ſame from Meſne Incumbrance (if any be.) And moreover, that he the ſaid *Bryan Bell* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid Lands, Grounds, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, (except the ſaid *Abraham Dort* and *David Dort* reſpectively, and their reſpective Executors, Adminiſtrators and Aſſigns, for and in reſpect only of their ſaid excepted Terms, Eſtates and Intereſts) ſhall and will from Time to Time, and at any Time or Times during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Charles Carr*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Lands, Grounds, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Charles Carr*, his Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Charles Carr*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances, contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And this Indenture further witneſſeth, that for the Conſideration aforeſaid, and alſo for and in Conſideration of the Sum of 10 *s.* of like lawful Money to the ſaid *Xerxes Yarly* in Hand paid by the ſaid *Abraham Dort* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Xerxes Yarly*, at the Requeſt and by the Direction and Appointment of the ſaid *Bryan Bell*, (teſtified as aforeſaid) hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth, at the Nomination of the ſaid *Charles Carr*, bargain, ſell, aſſign and ſet over unto the ſaid *Abraham Dort*, his Executors, Adminiſtrators and Aſſigns, all and ſingular the ſaid Lands, Grounds, Hereditaments and Premiſſes, and by the ſaid three ſeveral recited Indentures of Mortgage and Aſſignment, every or any of them, demiſed and aſſigned, or mentioned or intended ſo to be reſpectively as aforeſaid, with their and every of their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever,

whereby a Term was created to raiſe Portions, which have been paid;

and the Reſidue of the Term is now, by another Deed, aſſigned to attend, &c.

The Covenant for further Aſſurances.

The Aſſignment of the Mortgage-Terms.

ſoever, both at Law and in Equity, of him the ſaid *Xerxes Yarley*, of, in, to or out of the ſame Lands, Grounds, Hereditaments and Premiſſes, every or any Part thereof, by Virtue of the ſame Indentures, or any of them, or otherwiſe howſoever, together with the ſame Indentures; To have and to hold the ſaid Lands, Grounds, Hereditaments, and all and ſingular other the Premiſſes hereby aſſigned, or mentioned ſo to be, with the Appurtenances, unto the ſaid *Abraham Dort*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid two ſeveral Terms of five hundred Years and five hundred Years therein reſpectively; in Truſt nevertheleſs for the ſaid *Charles Carr*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint; and in the mean Time to wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes herein before conveyed, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any ſuch there be.) And the ſaid *Xerxes Yarley* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Abraham Dort*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Xerxes Yarley* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Lands, Grounds, Hereditaments and Premiſſes, hereby aſſigned or mentioned ſo to be, or any Part thereof, or the ſaid two ſeveral Terms of five hundred Years and five hundred Years therein reſpectively, or any Part of them, or either of them, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs, *&c.*

Habendum,

in Truſt for the Purchaſor, *&c.*

The former Truſtee covenants that he hath not done any Thing to incumber, *&c.*

A Conveyance by Leaſe, Releaſe, &c. *(this being the Releaſe) of Part of Lands in Mortgage; the Vendor pays off Part of the Mortgage-Money, and the Vendee pays the Reſidue to the Mortgagee, who is one of the Parties hereto. This Payment being the Conſideration-Money. The Mortgage-Term is aſſigned by the Mortgagee to a Truſtee for the Purchaſor.* N° 25.

THIS Indenture quadrupartite, made the twelfth Day of *March Anno Domini* 1729. and in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *&c.* between *Alfred Aſton* of *Bitton* in the County of *Cheſter*, Gent. of the firſt Part, *Duncan Due* of *London*, Eſq; of the ſecond Part, *Edward Ellis* of *Fand* in the County of *Glamorgan*, Eſq; of the third Part, and *Hector Hill* of the Pariſh of *Irrand* in the County of *Kent*, Gent. of the fourth Part. Whereas by Virtue of one Indenture quinquepartite, bearing Date the thirteenth Day of *January*, which was in the Year of our Lord 1720. and made or mentioned to be made between *Lewis Love* of the *Inner Temple*, Gent. Executor of the Laſt Will and Teſtament of *Lewis Love* Senior, then late of the *Inner Temple* aforeſaid, Gent. his late Father deceaſed, of the firſt Part, *Martha Pegg* of the Pariſh of *Norts* in the County of *Kent*, Widow and Adminiſtratrix of her late Huſband *Philip Pegg*, then late of *Lincoln's Inn* in the ſame County, deceaſed, with his Laſt Will annexed, and *Ralph Pegg* of *London*, Eſq; Son of the ſaid *Philip Pegg*, of the ſecond Part, *Sarah Strut* of the Pariſh of *Norts* aforeſaid, Widow, Relict and Executrix of the Laſt Will and Teſtament of *Thomas Strut* her late Huſband deceaſed, of the third Part, the ſaid *Alfred Aſton* and *Urſula* his then Wife, who is ſince deceaſed, of the fourth Part, and the ſaid *Duncan Due* of the fifth Part, and of the ſeveral Deeds, Inſtruments and Writings therein recited or referred to, or ſome of them, or otherwiſe the ſaid *Duncan Due* is and ſtands poſſeſſed of and intereſted in (among other Things) the Meſſuage, Lands and Hereditaments herein after mentioned to be hereby granted and releaſed, with their Appurtenances, for the now Reſidue of a certain Term of five hundred Years therein, which commenced on or about the fourth Day of *Auguſt* which was in the Year of our Lord 1705. and which in and by the ſaid Indenture quinquepartite was aſſigned to and veſted in him the ſaid *Duncan Due*, his Heirs, Executors, Adminiſtrators and Aſſigns, by way of Mortgage for ſecuring to him and them the Payment of the Sum

The Parties.

Recital of a Deed.

by which (and other Deeds) the ſecond Party is intereſted in the Lands now granted, and other Lands, by way of Mortgage for Years.

of 1200 *l.* Principal Money, with lawful Intereſt for the ſame, by the ſaid *Alfred Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, at a Day in the ſame Indenture for that Purpoſe limited and appointed, and long ſince paſt, as by the ſaid Indenture quinquepartite, and the ſeveral Deeds, Inſtruments and Writings therein recited or referred to, Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid Sum of 1200 *l.* Principal Money, or any Part thereof, was not paid to the ſaid *Duncan Due* at the Day in the ſaid Indenture quinquepartite for that Purpoſe appointed, by Means whereof the ſaid Term, Eſtate and Intereſt of him the ſaid *Duncan Due*, of and in the ſaid mortgaged Premiſſes, became abſolute in Law. And whereas the ſaid *Auſtin Archer* hath on the Day of the Date of theſe Preſents paid unto the ſaid *Duncan Due* the Sum of 240 *l.* (in Part of the ſaid Principal Sum of 1200 *l.* together with all Intereſt incurred due for the ſaid whole Principal Sum of 1200 *l.* until the Day of the Date hereof, the Receipt and Payment whereof he the ſaid *Duncan Due* doth hereby acknowledge; ſo that there now only remains due and owing to him the ſaid *Duncan Due*, upon his ſaid recited Mortgage, the Sum of 960 *l.* of lawful Money of *Great Britain*, and no more. And whereas the ſaid *Edward Ellis* hath contracted and agreed with the ſaid *Alfred Aſton* for the abſolute Purchaſe of the ſaid Meſſuage, Lands and Hereditaments herein after mentioned to be hereby granted and releaſed (being Part of the Eſtate and Premiſſes compriſed in the ſaid Mortgage and Term of five hundred Years) and of the Fee-ſimple and Inheritance thereof, and the Right and Equity of Redemption of him the ſaid *Alfred Aſton*, of, in and to the ſame, for the Sum or Price of 960 *l.* of lawful Money of *Great Britain*, which is to be paid unto the ſaid *Duncan Due*, in Satisfaction and Diſcharge of the ſaid Sum of 960 *l.* ſo due and owing to him as aforeſaid. Now this Indenture witneſſeth, That in Purſuance of the ſaid recited Agreement, and for and in Conſideration of the Sum of 960 *l.* of lawful Money of *Great Britain* to the ſaid *Duncan Due* in Hand well and truly paid by the ſaid *Edward Ellis*, at or before the Enſealing and Delivery of theſe Preſents, at the Requeſt and by the Direction and Appointment of the ſaid *Alfred Aſton* (teſtified by his being Party to, and his Sealing and Delivery of theſe Preſents) in full for all Monies now due and owing to him the ſaid *Duncan Due* on his ſaid Mortgage and Security; and alſo in full for the abſolute Purchaſe of the ſaid Meſſuage, Lands and Hereditaments herein after mentioned to be hereby granted and releaſed, the Receipt and Payment of which ſaid Sum of 960 *l.* accordingly they the ſaid *Duncan Due* and *Alfred Aſton* do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Edward Ellis*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents (which ſaid Sum of 960 *l.* is the ſame Sum of 960 *l.* mentioned to be the Conſideration-Money of one Indenture bearing Date herewith, intended to be inrolled in the High Court of Chancery, and made or mentioned to be made between the ſaid *Alfred Aſton* of the one Part, and the ſaid *Edward Ellis* of the other Part, purporting a Grant, Bargain and Sale of the ſaid purchaſed Meſſuage, Lands and Hereditaments, with their Appurtenances, unto and to the Uſe of the ſaid *Edward Ellis*, his Heirs and Aſſigns;) and in Conſideration of the Sum of 10 *s.* of like Money to the ſaid *Alfred Aſton* in Hand paid by the ſaid *Edward Ellis* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Alfred Aſton* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Edward Ellis*, his Heirs and Aſſigns, all that Meſſuage or Tenement, with the Appurtenances, ſituate and being in *Wos* in the ſaid County of *Cheſter*, heretofore in the Tenure or Occupation of *Xerxes Xoll* deceaſed, and ſince that of *Zara Zouch*, Widow, deceaſed, and *Abel Aſh*, or one of them, and alſo all that one Yard-Land, more or leſs, of Arable Land, Meadow, Paſture and Swerd Ground, with the Appurtenances to the ſame Meſſuage or Tenement belonging or appertaining, or therewith uſed or enjoyed, lying and being diſperſedly in the Town, Fields and Pariſh of *Wos* aforeſaid, and late or ſometime alſo in the Tenures or Occupations of the ſaid *Zara Zouch* and *Abel Aſh*, or one of them, which ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes now are or late were in the Tenure, Poſſeſſion or Occupation of *Xerxes Xoll*, Son of the ſaid *Xerxes Xoll*, his Aſſigns, Leſſees or Undertenants, and alſo all Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Backſides,

and that the Mortgage-Money has not been paid,

and that the Vendor hath now paid off a Part, and Part remains due.

The Agreement for this Purchaſe recited, the Vendee to pay off the Reſidue of the Mortgage-Money.

The Conſideration-Money,

being the Conſideration Money of another Deed of Bargain, &c. of even Date, to be inrolled, &c.

The Grant, Releaſe, &c.

The Parcels.

General Words.

Backſides, Hedges, Ditches, Mounds, Fences, Freeboards, Poſts, Pales, Rails, Gates, Ways, Watercourſes, Fiſhings, Heads, Baulks, Shades, Lot Graſs, Commons, and Common of Paſture for all Cattle whatſoever, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, every or any Part thereof, belonging or in any wiſe appertaining, or therewith or with any Part thereof uſed, occupied, poſſeſſed or enjoyed; and alſo all other the Lands, Tenements, Ground and Hereditaments whatſoever of him the ſaid *Alfred Aſton*, ſituate, lying or being in *Wos* aforeſaid, with their and every of their Appurtenances, (all which ſaid Meſſuage, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Edward Ellis*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Alfred Aſton* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Edward Ellis*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion, made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Alfred Aſton*, of, in, to or out of the ſaid Meſſuage, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof; and all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which he the ſaid *Alfred Aſton* now hath in his Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid Meſſuage, Lands, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Edward Ellis*, his Heirs, and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Edward Ellis* and of his Heirs and Aſſigns for ever; and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Alfred Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Edward Ellis*, his Heirs and Aſſigns, in Manner following, (that is to ſay) That (for and notwithſtanding any Act, Matter and Thing whatſoever by him the ſaid *Alfred Aſton*, or by *Barnard Aſton* his late Father, and *Clara Aſton* his late Mother, both deceaſed, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid *Alfred Aſton* is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee, of and in the ſaid Meſſuage, Lands, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, of a good, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple to him and his Heirs, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame (except as is herein excepted;) and alſo that he the ſaid *Alfred Aſton* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) hath at the Time of the Enſealing and Delivery of theſe Preſents in himſelf good Right, full Power and lawful and abſolute Authority to grant and convey the ſame Meſſuage, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Edward Ellis*, his Heirs and Aſſigns, to his and their Uſe in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents, (except as is herein after excepted;) and further, that it ſhall and may be lawful to and for the ſaid *Edward Ellis*, his Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Alfred Alſton*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity of, in, to or out of the ſame Meſſuage,

Bargain, &c. for a Year mentioned.

General Words.

Deeds.

Habendum to the Purchaſor in Fee.

The Vendor covenants

that he is ſeiſed in Fee,

and hath Power to convey.

(with Exception, and for quiet Enjoyment,

ſuage, Lands, Tenements, and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *Barnard Aſton* and *Clara Aſton*, or either of them, (except as is herein after excepted;) and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Alfred Aſton*, his Heirs, Executors, or Adminiſtrators well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered by the ſaid *Alfred Aſton*, *Barnard Aſton*, and *Clara Aſton*, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them or any of them, (other than and except the now Reſidue of the ſaid Term of five hundred Years, of and in the ſaid hereby granted and releaſed Premiſſes *(inter alia)* and which, as to the ſame Premiſſes, is herein after aſſigned or mentioned to be aſſigned unto the ſaid *Hector Hill*, his Executors, Adminiſtrators and Aſſigns, in Manner and for the Purpoſes herein after mentioned. And moreover, that he the ſaid *Alfred Aſton* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſaid Meſſuage, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, or from, by or under his ſaid late Father and Mother, or either of them (except the ſaid *Hector Hill*, his Executors, Adminiſtrators and Aſſigns, for and in reſpect only of the now Reſidue of the ſaid Term of five hundred Years herein after aſſigned) ſhall and will from Time to Time, and at all Times hereafter during the Space of Ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *Edward Ellis*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Meſſuage, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Edward Ellis*, his Heirs and Aſſigns, to his and their Uſe, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Edward Ellis*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then Dwellings or Places of Abode. And this Indenture further witneſſeth, that for and in Conſideration of the ſaid Sum of 960 *l.* ſo paid to the ſaid *Duncan Due* by the ſaid *Edward Ellis* as aforeſaid, and in Conſideration of the Sum of 5 *s.* of like Money to the ſaid *Duncan Due* in Hand paid by the ſaid *Hector Hill* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Duncan Due*, at the Requeſt and by the Direction and Appointment of the ſaid *Alfred Aſton* (teſtified as aforeſaid) hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth at the Nomination of the ſaid *Edward Ellis*, bargain, ſell, aſſign and ſet over unto the ſaid *Hector Hill*, his Executors, Adminiſtrators and Aſſigns, all the aforeſaid Meſſuages, Lands and Hereditaments herein before particularly mentioned, and all and ſingular other the Premiſſes herein before granted and releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, and alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Duncan Due*, of, in, to or out of the ſame Meſſuage, Lands, Hereditaments

(except as after) free from Incumbrances,

except a long Term, which is herein after aſſigned.

Covenant for further Aſſurances.

The Aſſignment of the Term by the Mortgagee to a Truſtee for the Purchaſor.

taments and Premiſſes, or any of them, or any Part thereof, by Virtue of the ſaid Indenture quinquepartite, or of the Deeds and Writings therein recited or referred to, or any of them, or otherwiſe howſoever, together with the ſame Indenture, Deeds and Writings: To have and to hold the ſaid Meſſuage, Lands, Hereditaments, and all and ſingular other the Premiſſes hereby or mentioned to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Hector Hill*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of five hundred Years therein; in Truſt nevertheleſs for the ſaid *Edward Ellis*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint, and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes herein before conveyed or mentioned ſo to be, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be. And the ſaid *Duncan Due* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Hector Hill*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Duncan Due* hath not at any Time heretofore done, committed or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by Means whereof, the Premiſſes by him herein before aſſigned, or any of them, or any Part thereof, or the ſaid Term of five hundred Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered in Title Charge, Eſtate, or otherwiſe howſoever. In Witneſs, *&c.*

Habendum

in Truſt for the Purchaſer, and to attend, *&c.*

The former Truſtee covenants that he hath not incumbered.

A Releaſe of Marſh-Lands, &c. *A Reference to a Bargain and Sale to be inrolled; Exceptions of Rents and Services due, and of a Leaſe made.* N° 26.

THIS Indenture made the tenth Day of *March Anno Domini* 1724. and in the eleventh Year of the Reign of our Sovereign Lord *George*, &c. between *Auſtin Aſh*, Citizen and Hoſier of *London*, of the one Part, and *Barnaby Bell*, of *Condell* in the County of *Durham*, Eſq; of the other Part. Whereas the ſaid *Barnaby Bell* hath contracted and agreed with the ſaid *Auſtin Aſh* for the abſolute Purchaſe of the Lands, Tenements, Marſh-Lands and Hereditaments herein after mentioned to be hereby granted and releaſed, with their Appurtenances, for the Sum or Price of 10000 *l.* of lawful Money of *Great Britain:* Now this Indenture witneſſeth, that in Purſuance of the ſaid recited Agreement, and for and in Conſideration of the Sum of 10000 *l.* of lawful Money of *Great Britain* to the ſaid *Auſtin Aſh* in Hand paid by the ſaid *Barnaby Bell* at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof he the ſaid *Auſtin Aſh* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Barnaby Bell*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents (which ſaid Sum of 10000 *l.* is the ſame Sum of 10000 *l.* mentioned to be the Conſideration Money of one Indenture bearing even Date herewith, and inrolled or intended to be inrolled in the High Court of Chancery, and made or mentioned to be made between the ſame Parties as are Parties to theſe Preſents, purporting a Grant, Bargain and Sale of the ſaid Lands, Tenements, Marſh-Lands and Hereditaments, with their Appurtenances unto and to the Uſe of the ſaid *Barnaby Bell*, his Heirs and Aſſigns) he the ſaid *Auſtin Aſh* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Barnaby Bell*, his Heirs and Aſſigns, all thoſe Lands, Meadows, Paſtures, Marſhes, Marſh-Lands and Hereditaments formerly in the Poſſeſſion of *Edward Edge*, Grazier, and now or late in the Tenure, Poſſeſſion or Occupation of *Francis Edge* and *Gregory Gee*, or one of them, their or one of their Aſſigns, Leſſees or Under-Tenants, or of ſome other Perſon or Perſons as Tenant or Tenants to him the ſaid *Auſtin Aſh*, ſituate, lying or being in the Pariſhes or Hamlets of *Hayne*, *Itton* and *Kirkhall*, or ſome or one of them, in the ſaid County of *Durham*, which ſaid Lands, Hereditaments and Premiſſes ſome Time were the Moiety or Half-Part, or allotted or given in Lieu of the Moiety or Half-Part of

The Parties.

The Agreement for the Purchaſe recited.

The Conſideration.

Reference to Deed of Bargain and Sale to be inrolled.

The Grant, Releaſe, *&c.*

The Parcels.

all thoſe Meſſuages, Houſes, Lands, Marſhes, Marſh-Lands, Tenements and Hereditaments whatſoever, now or heretofore called or known by the Name of *Murtons*, containing by Eſtimation four hundred Acres, be the ſame more or leſs, ſituate, lying and being in the ſaid Pariſhes or Hamlets of *Hayne*, *Itton* and *Kirkall* aforeſaid, or ſome or one of them; and of all Houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Feedings, Marſhes, Marſh-Lands, Woods, Under-Woods, Trees, Ways, Waters, Watercourſes, Walls, Profits, Commodities and Hereditaments, with their and every of their Appurtenances to the ſaid Meſſuages, Lands, Tenements, Marſhes and Marſh-Lands called *Murtons*, or to any Part or Parcel thereof, belonging or in any wiſe appertaining, or accepted, reputed, taken or known as Part, Parcel or Member thereof; (all which ſaid Lands, Tenements, Marſh-Lands, Hereditaments and other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Barnaby Bell*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Auſtin Aſh* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Barnaby Bell*, in and by one Indenture, bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes in Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Auſtin Aſh*, of, in, to or out of the ſame Lands, Tenements, Marſh-Lands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; and all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſaid Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof which he the ſaid *Auſtin Aſh* now hath in his Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid Lands, Tenements, Marſh-Lands, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Barnaby Bell*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Barnaby Bell*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Auſtin Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Barnaby Bell*, his Heirs and Aſſigns, in Manner following, that is to ſay, that (for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid *Auſtin Aſh* done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid *Auſtin Aſh* is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee, of and in the ſaid Lands, Tenements, Marſh-Lands, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, of a good, ſure, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple to him and his Heirs, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame; and alſo that he the ſaid *Auſtin Aſh* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) hath at the Time of the Enſealing and Delivery of theſe Preſents, in himſelf good Right, full Power, and lawful and abſolute Authority to grant and releaſe the ſaid Lands, Tenements, Marſh-Lands, Hereditaments and Premiſſes, mentioned or intended to be hereby conveyed, with their Appurtenances, unto the ſaid *Barnaby Bell*, his Heirs and Aſſigns, to his and their Uſe in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents: And further, that it ſhall and may be lawful to and for the ſaid *Barnaby Bell*, his Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Lands, Tenements, Marſh-Lands, Hereditaments, and all and ſingular other the Premiſſes mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the

General Words.

General Words.

Deeds, &c.

Habendum to the Purchaſer in Fee.

Covenant that the Grantor is ſeiſed, &c.

with Power to convey,

and for quiet Enjoyment,

the ſaid *Auſtin Aſh*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſame Lands, Tenements, Marſh-Lands, Hereditaments and Premiſſes, or any of them, or any Part thereof; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Auſtin Aſh*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers and Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Auſtin Aſh*, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them or any of them, or from, by or under his, their, or any of their Act, Means, Aſſent, Conſent or Procurement (the Rents and Services from henceforth to become due and payable to the chief Lord or Lords of the Fee or Fees of whom the Premiſſes are holden, and all Levies, Rates, Aſſeſſments and other Things which ſhall at any Time hereafter be taxed or charged upon the Premiſſes, or any Part thereof by the Commiſſioners of Sewers, excepted and forepriſed, and except a Leaſe made by Mr. *Aſh* for fourteen Years to Mr. *Francis Edge* for 400*l. per Annum* Rent commencing from *Lady-Day* 1721. and dated the twenty-third of *June* 1720). And moreover, that he the ſaid *Auſtin Aſh* and his Heirs, and all and every other Perſon or Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Lands, Tenements, Marſh-Lands, Hereditaments and other the Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon any reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *Barnaby Bell*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Lands, Tenements, Marſh-Lands, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *Barnaby Bell*, his Heirs and Aſſigns, to the Uſe of him and his Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Barnaby Bell*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And laſtly, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, That all and every Fine and Fines, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid Lands, Tenements, Marſh-Lands, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, by or between the ſaid Parties or either of them, or whereunto they or either of them are or ſhall be Party or Parties, ſhall, as to the Premiſſes hereby, or mentioned or intended to be hereby conveyed, be and enure, and be judged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure unto and for the only proper Uſe and Behoof of him the ſaid *Barnaby Bell* and of his Heirs for ever, and to and for no other Uſe or Purpoſe whatſoever. In Witneſs, *&c.*

free from Incumbrances.

Rents, *&c.* excepted.

Exception of a Leaſe.

Covenant for further Aſſurances.

Covenant that all Fines ſhall enure to the Purchaſer.

N° 27. *A Deed of Releaſe of Lands, by the Deviſee and his Wife, to a Purchaſer. Part of the Conſideration-Money to be paid for Mortgages and other Debts. A Fine covenanted to be levied to the Uſe of the Purchaſer. Terms to be aſſigned to protect,* &c.

THIS Indenture made the ninth Day of *March Anno Domini* 1733. and in the ſeventh Year of the Reign of our Sovereign Lord *George* the Second, by
The Parties. the Grace of God, King of *Great Britain,* &c. between *Andrew Allen* of *Bruton* in the Pariſh of *Biggon* in the County of *Bedford,* Joiner (Deviſee in Fee named in the laſt Will and Teſtament of *Charles Cater* late of *Dell* in the Pariſh of *Dotton* in the County of *Dorſet*, Gent. deceaſed, as to the Meſſuages, Lands and Hereditaments herein after granted and releaſed, or moſt Part thereof) and *Anne Allen* Wife of the ſaid *Andrew Allen*, of the one Part; and *Edward Edge*, Citizen and Vintner of
The Conſideration-Money paid to the Vendor, or for his Debt. *London*, of the other Part, witneſſeth, that for and in Conſideration of the Sum of 1000 *l.* of lawful Money of *Great Britain*, to the ſaid *Andrew Allen*, or by his Order and Direction, and for his proper Debt, well and truly paid by the ſaid *Edward Edge* at or before the Execution of theſe Preſents, in full for the abſolute Purchaſe of the ſaid Meſſuages, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, the Receipt and Payment of which ſaid Sum of 1000 *l.* accordingly he the ſaid *Andrew Allen* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Edward Edge*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever, by
The Huſband and Wife grant, releaſe, &c. theſe Preſents, they the ſaid *Andrew Allen* and *Anne* his Wife, have, and each of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, alien, releaſe and confirm
The Parcels. unto the ſaid *Edward Edge*, his Heirs and Aſſigns, all that Meſſuage or Tenement wherein the ſaid *Charles Cater* heretofore dwelt, with the Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Tofts, Yards, Gardens, Orchards, and all thoſe two Yard-Lands, now, or late or ſometime heretofore called by the ſeveral Names of *Goodhills* and *Harnes*, to the ſaid Meſſuage or Tenement belonging or appertaining, or therewith uſed or enjoyed; which ſaid Meſſuage, Buildings, Yard-Lands, Hereditaments and Premiſſes, are ſituate, lying and being in *Itton* in the Pariſh of *Dotton* aforeſaid in the ſaid County of *Dorſet*, and were heretofore Parcel of the Cuſtomary Lands of the Manor of *Dotton* in the Counties of *Somerſet* and *Dorſet*, or
General Words. one of them (but have been long ſince enfranchiſed) and alſo all Arable Lands, Meadows, Paſtures, Wood-Grounds and Hereditaments whatſoever to the ſaid Meſſuage and Yard-Lands, or any of them belonging or appertaining, or with them or any of them, now, or late or heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them
More Parcels. or any of them; and particularly all thoſe three ſeveral Grounds of Arable and Wood-Land, now, or late or heretofore called *Goodhills*, one of them containing ſix Acres more or leſs, and the two other containing together eight Acres more or leſs; and all thoſe ſeveral Cloſes of Arable and Wood-Land, now, or late or heretofore called *King's Field*, the one containing ſix Acres more or leſs, and the
A ſpecial Deſcription deriving the Grantor's Title. other containing five Acres more or leſs [*Here follow more Parcels*]. All which ſaid Meſſuage, Lands, Grounds, Hereditaments and Premiſſes were late the Eſtate of the late *Charles Cater*, who in and by his laſt Will and Teſtament, dated on or about the twenty-fourth Day of *June* 1682. deviſed the ſame unto *Lucy* his Wife for her Life, with Remainder (on Failure of all Iſſue of himſelf by his ſaid then Wife) unto *Alfred Allen* (an elder Brother of the ſaid *Andrew Allen)* and the Heirs of his Body, with Remainder to the ſaid *Andrew Allen* and his Heirs, which ſaid *Alfred Allen* died an Infant and without Iſſue many Years before the Deceaſe of
Another Parcel deſcribed in like Manner. the ſaid *Lucy*; and alſo all that Piece or Parcel of Arable Land, containing two Acres more or leſs, lying in *Millfield* aforeſaid, lately had in Exchange by the ſaid *Andrew Allen*, to him and his Heirs, of and from *Noah Norris*, Gent. *Oliver Oſborn*, Eſq; and *Nicholas Oſborn Norris*, Gent. for two Acres of Land late of
General Words, him the ſaid *Andrew Allen*, in *Ponds Furlong* in *Millfield* aforeſaid; and alſo all Commons and Right of Common, Paſtures, Feedings, Trees, Woods, Under-Woods,

Woods, Hedges, Hedge-Rows, Ways, Paths, Waters, Water-courſes, Eaſements, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid hereby granted and releaſed Meſſuages, Lands, Grounds, Hereditaments and Premiſſes, or any of them, or any Part thereof, belonging or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them, or any of them; all which Premiſſes now are, or late were in the Tenure, Poſſeſſion or Occupation of *Paul Quail*, his Aſſigns, Leſſees or Under-Tenants; and alſo all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever late of the ſaid *Charles Cater*, or now of him the ſaid *Andrew Allen* in the ſaid Pariſh of *Dotton*, or in *Sandford* in the ſaid County of *Dorſet* (except the ſaid two Acres of Land late of him the ſaid *Andrew Allen* in *Ponds Furlong* aforeſaid, by him granted in Exchange for the ſaid two Acres of Land in *Millfield*, ſo by him lately had in Exchange as aforeſaid;) (all which ſaid Meſſuage or Tenement, Lands, Grounds, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, with their Appurtenances (except before excepted) are now in the actual Poſſeſſion of the ſaid *Edward Edge* by Virtue of a Bargain and Sale to him thereof made by the ſaid *Andrew Allen* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Edward Edge*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Andrew Allen* and *Anne* his Wife, and of each or either of them, of, in, to or out of the ſaid hereby or mentioned to be hereby granted Meſſuage, Lands, Grounds, Hereditaments and Premiſſes, or any of them, or any Part thereof; and alſo all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the ſame Premiſſes or any Part thereof, which they the ſaid *Andrew Allen* and *Anne* his Wife, or either of them, now have or hath in either of their Cuſtodies, or can come by without Suit in Law; To have and to hold the ſaid Meſſuage or Tenement, Lands, Meadows, Paſtures, Wood-Grounds, Hereditaments, and all and ſingular other the Premiſſes hereby or mentioned to be hereby granted and releaſed, with their and every of their Appurtenances (except before excepted) unto the ſaid *Edward Edge*, his Heirs and Aſſigns, to and for the only proper Uſe of him the ſaid *Edward Edge*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Andrew Allen* doth hereby for himſelf, and the ſaid *Anne* his Wife, and his Heirs, covenant, promiſe, grant and agree to and with the ſaid *Edward Edge*, his Heirs and Aſſigns, that they the ſaid *Andrew Allen* and *Anne* his Wife, ſhall and will, at the Coſts and Charges of the ſaid *Edward Edge* or his Heirs, as of *Hillary* Term laſt paſt before the Date of theſe Preſents, or before the End of *Eaſter* Term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *ſur Conuzance de Droit come ceo*, &c. whereupon Proclamations ſhall and may be had and made, according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Edward Edge* and his Heirs, of all the ſaid Meſſuage or Tenement, Lands, Meadows, Paſtures, Wood-Grounds, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, with their Appurtenances (except before excepted,) by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied or to be levied and acknowledged, and all and every other Fine and Fines, Common Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſame Meſſuage, Lands, Grounds, Hereditaments and Premiſſes, or any of them, or any Part thereof, by and between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties

with Exception.

Bargain for a Year mentioned.

General Words.

Habendum to the Vendee in Fee.

The Vendor covenants for himſelf, Wife, &c.

at the Coſts of the Vendee,

to levy a Fine.

The Uſe thereof declared to the Vendee and his Heirs, &c.

or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, to be and enure unto and for the only proper Uſe and Behoof of him the ſaid *Edward Edge*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Andrew Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Edward Edge*, his Heirs and Aſſigns, in Manner following, (that is to ſay) that (for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid *Andrew Allen*, or by the ſaid *Charles Cater*, or any of his Anceſtors, or by any Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or either or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid *Andrew Allen* now is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee, of and in the ſaid hereby, or mentioned to be hereby granted and releaſed Meſſuage, Lands, Grounds, Hereditaments and Premiſſes, with their Appurtenances, of good, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, to him and his Heirs, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame (except as herein after excepted;) and that he the ſaid *Andrew Allen* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) now hath in himſelf good Right, full Power, and lawful and abſolute Authority to grant and convey the ſame Meſſuage, Lands, Grounds, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Edward Edge*, his Heirs and Aſſigns for ever, in Manner aforeſaid, and according to the Purport and true Meaning of theſe Preſents (except as is herein after excepted;) and further, that it ſhall and may be lawful to and for the ſaid *Edward Edge*, his Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſame Meſſuage, Lands, Grounds, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, from and after *Michaelmas* now laſt paſt, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Andrew Allen*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſame Meſſuage, Lands, Grounds, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, or from, by or under the ſaid *Charles Cater*, or any of his Anceſtors (except as is herein after excepted;) and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Andrew Allen*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Andrew Allen* and *Charles Cater*, or either of them, their or either of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or any of them, or from, by or under any of the Anceſtors of the ſaid *Charles Cater* (except the yearly Rent-Charge, or other Rent of 2 *l.* 2 *s.* charged upon, and iſſuing and payable out of the Premiſſes, or ſome Part thereof, and which from and after *Michaelmas* now laſt paſt, is to be paid and payable by the ſaid *Edward Edge*, his Heirs and Aſſigns, and except one Indenture dated on or about the eighth Day of *June*, which was in the Year of our Lord 1713. whereby the ſaid *Andrew Allen*, for the Conſideration therein mentioned, did demiſe and grant the ſaid Meſſuage, Lands, Hereditaments and Premiſſes (except the ſaid two Acres of Land by him lately had in Exchange as aforeſaid) unto *Thomas Tall*, Yeoman, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of

The Vendor covenants that he is ſeiſed in Fee.

Free from Incumbrances;

and that he has Power to convey,

(with Exception)

and for quiet Enjoyment,

free from Incumbrances,

excepting a ſmall Rent-Charge, and two Mortgages for Years,

of the Date of the ſame Indenture, for the Term of two hundred Years, without Impeachment of Waſte, by way of Mortgage, ſubject to ſuch Redemption as was therein mentioned; the now Reſidue of which ſaid Term of two hundred Years is ſince by meſne Aſſignments come to and veſted in *Vincent Viner* Doctor in Phyſick, by way of Mortgage, for ſecuring to him the principal Sum of 500*l.* and Intereſt, and except one Indenture dated on or about the eighteenth Day of *April*, which was in the Year of our Lord 1732. whereby the ſaid *Andrew Allen*, for the Conſideration therein mentioned, did demiſe and grant the Equity of Redemption of the ſame Meſſuage, Lands, Hereditaments and Premiſſes unto *William Wall* Cordwainer, and *Walter Wall* Gardener, their Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſame Indenture, for the Term of ſix hundred Years, without Impeachment of Waſte, by way of Mortgage, ſubject to Redemption on Payment of the principal Sum of 260*l.* and Intereſt for the ſame, by the ſaid *Andrew Allen* unto the ſaid *William Wall* and *Walter Wall*, their Executors, Adminiſtrators and Aſſigns, at the Time and in the Manner therein mentioned; both which ſaid principal Sums of 500*l.* and 260*l.* and all Intereſt incurred due for the ſame reſpectively, are paid off and ſatisfied, or intended to be forthwith paid off and ſatisfied by and with Part of the ſaid 1000*l.* Purchaſe-Money; and the now Reſidue of the ſaid two ſeveral Terms of two hundred Years and ſix hundred Years of and in the Premiſſes therein compriſed, are aſſigned or intended to be forthwith aſſigned unto Truſtees (nominated by the ſaid *Edward Edge*) their Executors, Adminiſtrators and Aſſigns, in Truſt for him the ſaid *Edward Edge*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint, and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes hereby, or mentioned to be hereby conveyed, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any be; and except a Leaſe of the Premiſſes made and provided by the ſaid *Andrew Allen* unto the ſaid *Paul Quail*, his Executors, Adminiſtrators and Aſſigns, from *Chriſtmas*, which was in the Year of our Lord 1725. for the Term of twenty-one Years, at and under the yearly Rent of 60*l.* payable half-yearly (which ſaid yearly Rent ſhall from and after *Chriſtmas* now laſt paſt be paid and payable to the ſaid *Edward Edge*, his Heirs and Aſſigns, during the Continuance of the ſaid Leaſe.) And moreover, the ſaid *Andrew Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Edward Edge*, his Heirs and Aſſigns, that he the ſaid *Andrew Allen* and his Heirs, and all Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity of, in, to or out of the ſaid hereby, or mentioned to be hereby granted and releaſed Meſſuage, Lands, Grounds, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, or from, by or under the ſaid *Charles Cater*, or any of his Anceſtors (except as is herein before excepted) ſhall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the proper Coſts and Charges of the ſaid *Edward Edge*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all ſuch further and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Meſſuage, Lands, Grounds, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *Edward Edge*, his Heirs and Aſſigns for ever, be the ſame by Fine, Feoffment, Common Recovery or otherwiſe howſoever, as by the ſaid *Edward Edge*, his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

of which both Principal and Intereſt are, or are to be, paid off with Part of the Purchaſe-Money, and the Terms to be aſſigned to Truſtees named by the Purchaſer, to attend, *&c.*

and except a Leaſe for Years to a Tenant.

The Vendor covenants to make further Aſſurances.

N° 28. *A Conveyance, (this being the Releaſe) of Lands by a Son to his Father's Executor, for Part of the Money directed by the Father's Will to be laid out in a Purchaſe, to be ſettled; and they are hereby ſettled accordingly, as in the Margin.*

THIS Indenture quinquepartite made the thirtieth Day of *October Anno Domini* 1731. and in the fifth Year of the Reign of our Sovereign Lord *George* the Parties. the Second, by the Grace of God, King, *&c.* between Sir *Adam Alkin* of *Batton* in the County of *Bucks*, Bart. Son and Heir of Sir *Arthur Alkin*, Bart. deceaſed, of the firſt Part; *Andrew Alkin* of *Crowton* in the County of *Cheſter*, Eſq; Brother of the ſaid Sir *Arthur Alkin*, and Executor and Truſtee named in his laſt Will and Teſtament, of the ſecond Part; Dame *Amy Alkin*, Widow and Relict of the ſaid Sir *Arthur Alkin*, of the third Part; *Auſtin Alkin*, Eſq; another Brother of the ſaid Sir *Arthur Alkin*, of the fourth Part; and Sir *David Dun* of *Eaſtham* in the County of *Eſſex*, Bart. and *Fulk Foſter* of *Gatton* in the County of *Glouceſter*, Eſq; of the fifth Part. Whereas the ſaid Sir *Arthur Alkin*, in and by his laſt Will and Teſtament in Writing duly executed, bearing Date on or about the firſt Day of *June* which was in the Year of our Lord 1713. did direct and appoint his Executor to lay out and diſpoſe of the Reſidue of his perſonal Eſtate (not therein diſpoſed of) in the Purchaſe of Meſſuages, Lands, Tenements, Ground-Rents or Fee-Farm Rents within the Kingdom of *Great Britain*, to be conveyed and ſettled to and for ſuch Uſes, Intents and Purpoſes as are therein mentioned, expreſſed and declared concerning the ſame (being the ſame or the like Uſes, Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the Meſſuages, Lands, Tenements and Hereditaments herein after limited to the Uſe of the ſaid Sir *Adam Alkin* for the Term of his natural Life, with divers Remainders over in Manner herein after expreſſed, and which are mentioned to be of the yearly Value of 500*l.* or thereabouts) and did conſtitute the ſaid *Andrew Alkin* Executor of his ſaid Will, who duly proved the ſame in the Prerogative Court of *Canterbury*, and took on himſelf the Burden of the Execution thereof, as by the ſame Will and Probate thereof, Relation being thereunto had, may appear. And whereas the ſaid *Andrew Alkin* hath already, purſuant to the Directions of the ſaid Will, and with the Conſent and Approbation of the ſaid Sir *Adam Alkin* and Dame *Amy Alkin*, laid out ſeveral Sums of Money, amounting to the Sum of 23000*l.* (Part of the ſaid Reſidue of the perſonal Eſtate of the ſaid Sir *Adam Alkin)* in the Purchaſe of divers Manors, Lands, Tithes and Hereditaments in the County of *Hereford*, and accordingly the ſame Manors, Hereditaments and Premiſſes, by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the fourteenth and fifteenth Days of *November* 1725. the Releaſe being quinquepartite, and made or mentioned to be made between the ſaid Sir *Adam Alkin* of the firſt Part, the ſaid *Andrew Alkin* of the ſecond Part, the ſaid Dame *Amy Alkin* of the third Part, the ſaid Sir *David Dunn* and *Fulk Foſter* of the fourth Part, and the ſaid *Auſtin Alkin* of the fifth Part, have been ſettled purſuant to the Directions of the ſame Will. And whereas the Sum of 10600*l.* (the preſent *Reſiduum* of the perſonal Eſtate of the ſaid Sir *Arthur Alkin*, and which now conſiſts moſtly in Bank Stock) doth yet remain to be laid out in Purchaſe of Lands and Hereditaments, to be ſettled purſuant to the ſaid Will. And whereas the ſaid Sir *Adam Alkin*, (being now ſeiſed in his own Right of and in the Manors, Meſſuages, Lands and Hereditaments in the ſaid County of *Hereford*, herein after mentioned to be hereby granted and releaſed) hath propoſed to the ſaid *Andrew Alkin*, that ſuch Part of the ſame Manors, Meſſuages, Lands and Hereditaments as are herein after limited to the Uſe of the ſaid Sir *Adam Alkin* for the Term of his Life, with Remainders over in Manner herein after expreſſed (being of the yearly Value of 500*l.* or thereabouts, and which, upon a reaſonable and moderate Computation, according to the preſent Value of like Eſtates in the ſame County, may be well eſtimated to be worth to be ſold, the ſaid Sum of 10600*l.* and upwards) ſhould be purchaſed with the ſame Sum, and ſettled purſuant to the Directions of the ſaid Will. To which Propoſal he the ſaid *Andrew Alkin*, with the good Liking and Approbation of the ſaid Dame *Amy Alkin* (teſtified by her being a Party to and executing theſe Preſents) hath conſented and

The Will of the Vendor's Father recited,

by which he directed the Reſidue of his perſonal Eſtate to be laid out in a Purchaſe of Lands, *&c.* to be ſettled,

and made his Brother (the ſecond Party above) his Executor, who proved the Will, and has laid out great Part of the Money in a Purchaſe of Lands,

which by Leaſe and Releaſe have been ſettled, purſuant to the Will,

and that a certain Sum remains,

and that the now Grantor hath propoſed to ſell for the ſame, Part of Manors, *&c.* of which he is ſeiſed, to be ſettled purſuant to the Will;

to which the Executor, with Approbation of the Widow, conſents.

and agreed. Now this Indenture witneſſeth, That in Purſuance of the ſaid recited Propoſal and Agreement thereupon, and in full Compliance with the ſaid Will, as to the laying out of the Reſidue of the perſonal Eſtate of the ſaid Sir *Arthur Alkin* as aforeſaid, and for and in Conſideration of the Sum of 10600 *l.* of lawful Money of *Great Britain*, (being all the preſent *Reſiduum* of the perſonal Eſtate of the ſaid Sir *Arthur Alkin* yet remaining unlaid out in the Purchaſe of Lands and Hereditaments, according to the Directions of the ſame Will) to the ſaid Sir *Adam Alkin* in Hand paid, at or before the Sealing and Delivery of theſe Preſents, by the ſaid *Andrew Alkin*, with the Privity and Conſent of the ſaid Dame *Amy Alkin* (teſtified as aforeſaid) in full for the abſolute Purchaſe of the ſaid Lands and Hereditaments propoſed to be purchaſed and ſettled as aforeſaid; the Receipt and Payment of which ſaid Sum of 10600 *l.* accordingly he the ſaid Sir *Adam Alkin* doth hereby acknowledge, and thereof and of every Part thereof doth hereby acquit, releaſe and diſcharge the ſaid *Andrew Alkin*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents: And for and in Conſideration of the Sum of 10*s.* of like Money to the ſaid Sir *Adam Alkin* in Hand paid by the ſaid *David Dunn* and *Fulk Foſter*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for ſettling and aſſuring the Manor, Meſſuages, Lands, Tenements, Tithes and Hereditaments herein after mentioned to be hereby granted and releaſed, to and for the ſeveral Uſes, Intents and Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively, he the ſaid Sir *Adam Alkin* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid Sir *David Dunn* and *Fulk Foſter*, their Heirs and Aſſigns, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Jug* in the County of *Hereford*, with its Rights, Members and Appurtenances, and all that the Advowſon and Right of Preſentation of and to the Rectory and Pariſh Church of *Jug* aforeſaid, and alſo all that Meſſuage, Cottage or Tenement, with the Appurtenances in *Jug* aforeſaid, now, late or ſome Time in the Occupation of *Kenelm Keate* Victualler, or his Aſſigns, and all thoſe ſeveral Cloſes, Pieces or Parcels of Ground and Hereditaments in *Jug* aforeſaid, now late or ſome Time alſo in the Occupation of the ſaid *Kenelm Keate* or his Aſſigns, and next herein after mentioned, (that is to ſay) *Long Mead*, containing about ſixty Acres, the two Mill Cloſes lying together, containing about eight Acres, the other Cow-Cloſe, containing about four Acres, [*Here follow many more Parcels*] And all other the Manors, Meſſuages, Cottages, Lands, Tenements and Hereditaments whatſoever, ſituate and being in *Jug* aforeſaid, or in any Pariſh or Pariſhes thereto near or adjoining in the ſaid County of *Hereford*, which in and by a certain Indenture tripartite of Bargain and Sale duly inrolled in the High Court of Chancery, bearing Date on or about the third Day of *June* which was in the Year of our Lord 1728. and made or mentioned to be made between the ſaid Sir *Adam Alkin* of the firſt Part; *Nathaniel North* of *Ort* in the County of *Oxford*, Gent. of the ſecond Part; and Sir *Paul Penn* of *Quet* in the County of *Radnor*, Bart. of the third Part; were granted and conveyed, or mentioned or intended to be granted and conveyed *(inter alia)* unto and to the Uſe of the ſaid *Nathaniel North*, his Heirs and Aſſigns, to the Intent to make him Tenant to the *Præcipe*, in order to the ſuffering a Common Recovery of the ſaid Manor and Premiſſes, *(inter alia)* the Uſe whereof was thereby declared to the ſaid Sir *Adam Alkin*, and his Aſſigns, and all Houſes, Out-houſes, Buildings, Barns, Stables, Dove-houſes, Pools, Orchards, Gardens, Farms, Lands, Tenements, Feedings, Paſtures, Commons and Common of Paſture, Heaths, Furzes, Marſhes, Moors, Woods, Wood-Grounds, Waſte-Grounds, Fiſhings, Fowlings, Courts-Leet, Courts-Baron, View of Frankpledge, Perquiſites and Profits of Courts, Rents, Reverſions, Services, Profits, Commodities, Eaſements, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Manor, Meſſuages, Cottages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, every or any Part or Parcel thereof belonging, or in any wiſe appertaining, or with the ſame or any Part thereof, now or at any Time heretofore uſed, occupied, poſſeſſed or enjoyed, or reputed as Part thereof, or any Part thereof, (All which ſaid Manor, Advowſon, Meſſuages, Cottages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and

The Conſideration.

and for ſettling the Manor, &c.

The Grant and Releaſe.

The Parcels, a Manor.

Advowſon, &c.

General Words.

Bargain, &c. for a Year mentioned.

and releaſed, are now in the actual Poſſeſſion of the ſaid *David Dunn* and *Fulk Foſter*, by Virtue of a Bargain and Sale to them thereof made by the ſaid Sir *Adam Alkin*, for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid Sir *David Dunn* and *Fulk Foſter*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid Sir *Adam Alkin*, of, in, to or out of the ſaid Manor, Advowſon, Meſſuages, Cottages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, every or any Part or Parcel thereof; To have and to hold the ſaid Manor, Advowſon, Meſſuages, Cottages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid Sir *David Dunn* and *Fulk Foſter*, their Heirs and Aſſigns, for ever; to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) As to, for and concerning all that Meſſuage, Tenement or Farm, with the Appurtenances, together with all thoſe four Cloſes of Paſture Ground, commonly called or known by the ſeveral Names of the *Radford's Cloſe*, *Sundon's Cloſe*, *Tomkin's Cloſe*, and *Vinten's Mead*, ſome Time in the Occupation of *Willam Wayne* or his Aſſigns, and now or late in the Tenure, Poſſeſſion or Occupation of *Xerxes Xoll* and *Zacheus Xoll*, or one of them, their or one of their Aſſigns, Leſſees or Under-tenants, [*Here follow more Parcels*] (All which ſaid Meſſuages, Tenements or Farms, Cloſes, Lands, Hereditaments and Premiſſes laſt mentioned, are Part and Parcel of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, or intended to be hereby granted and releaſed, and are all together of the yearly Value of 300 *l.* or upwards) to the Uſe and Behoof of the ſaid Sir *Adam Alkin*, for and during the Term of his natural Life, without Impeachment of Waſte, and from and after the Determination of that Eſtate, to the Uſe of the ſaid Sir *David Dunn* and *Fulk Foſter*, and their Heirs, during the Life of the ſaid Sir *Adam Alkin*; upon Truſt, and to the Intent to ſupport and preſerve the contingent Uſes and Eſtates herein after thereof limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid Sir *Adam Alkin* and his Aſſigns, during his Life, to receive and take the Rents, Iſſues and Profits thereof, to and for his and their own Uſe and Benefit, and from and after the Deceaſe of the ſaid Sir *Adam Alkin*, to the Uſe and Behoof of the firſt Son of the Body of the ſaid Sir *Adam Alkin* lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe and Behoof of the ſecond Son of the Body of the ſaid Sir *Adam Alkin* lawfully to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons of the Body of the ſaid Sir *Adam Alkin* lawfully to be begotten, ſeverally, ſucceſſively and in Remainder, one after another, as they and every of them ſhall be in Seniority of Age and Priority of the Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body lawfully iſſuing, always to be preferred and to take before the Younger of ſuch Sons, and the Heirs Male of his or their Body and Bodies iſſuing; and for Default of ſuch Iſſue, to the Uſe and Behoof of the ſaid *Auſtin Alkin*, for and during the Term of his natural Life, without Impeachment of Waſte, and from and after the Determination of that Eſtate, to the Uſe of the ſaid Sir *David Dunn* and *Fulk Foſter*, and their Heirs, during the Life of the ſaid *Auſtin Alkin*, upon Truſt and to the Intent to ſupport and preſerve the contingent Uſes and Eſtates herein after thereof limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *Auſtin Alkin* and his Aſſigns, during his Life, to receive and take the Rents, Iſſues and Profits thereof, to and for

General Words.

Habendum

as to Part,

to the Uſe of the Grantor for Life *ſans* Waſte; Remainder to the Truſtees to ſupport, *&c.*

Remainder to the firſt and other Sons of the Grantor in Tail Male ſucceſſively.

Remainder to the third Party, a Brother of the Teſtator and Uncle to the Grantor, for Life *ſans* Waſte, Remainder to Truſtees to ſupport, *&c.*

for his and their own Uſe and Benefit; and from and after the Deceaſe of the ſaid *Auſtin Alkin*, to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Auſtin Alkin* lawfully begotten, or to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *Auſtin Alkin* lawfully begotten, or to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue to the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons of the Body of the ſaid *Auſtin Alkin*, lawfully begotten or to be begotten, ſeverally, ſucceſſively, and in Remainder one after another as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body iſſuing, being always preferred and to take before the younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of all ſuch Iſſue, to the Uſe and Behoof of the right Heirs of the ſaid Sir *Arthur Alkin* for ever. Provided always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid reſpective Perſons to whom any Uſe or Eſtate is herein before limited, having or being in the immediate Poſſeſſion of ſuch Uſe or Eſtate, and being at the Age of twenty-one Years or above, and being otherwiſe incapable of ſettling ſome other real Eſtate of the yearly Value of 1000 *l.* Sterling to or for the Uſe of any Woman or Women, which he or they reſpectively ſhall happen to marry or take to Wife, for the Life or Lives of ſuch Wife or Wives, for her or their Jointure or Jointures, by any Deed or Deeds in Writing indented, ſigned, ſealed and delivered in the Preſence of three or more credible Witneſſes, to aſſign, limit or appoint ſo much and ſuch Part or Parts of the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes herein before limited, or mentioned to be limited to the Uſe of the ſaid Sir *Adam Alkin* for his Life, with Remainders over as aforeſaid, or of the Manors, Lordſhips, Meſſuages, Lands, Tenements, Rent and Hereditaments already conveyed and ſettled, or mentioned or intended to be conveyed and ſettled to the ſame or the like Uſes as aforeſaid, purſuant to the Directions of the ſaid recited Will, in and by the above mentioned Indentures of Leaſe and Releaſe of the fourteenth and fifteenth Days of *November* 1725. or in and by certain other Indentures of Leaſe and Releaſe of even Date herewith, the Releaſe being quadrupartite, and made or mentioned to be made between the ſaid Sir *Adam Alkin* of the firſt Part; Sir *Zacheus Yeo*, Knight, (ſince deceaſed) and *Zacheus Zouch*, Eſq; of the ſecond Part; the ſaid Sir *David Dunn* and *Fulk Foſter* of the third Part; and the ſaid *Andrew Alkin* and *Auſtin Alkin* of the fourth Part; or of any of the ſame Manors, Meſſuages, Rents, Lands, Tenements and Premiſſes, as ſhall be ſufficient to make up ſuch other real Eſtate as ſuch Perſons reſpectively at the Times of their reſpective Marriages ſhall be otherwiſe able to make a Jointure or Jointures of, for the Life or Lives of ſuch Woman or Women which they reſpectively ſhall happen to marry or take to Wife, full 1000 *l. per Annum*, but no more, to or for the Uſe of any Woman or Women which they reſpectively ſhall happen to marry, for the Life or Lives of ſuch Wife or Wives only, for her or their Jointure or Jointures, and ſo by any ſuch Deed or Deeds, to make any ſuch Leaſe or Leaſes, Demiſe or Demiſes of the ſame Premiſſes ſo limited in Uſe to the ſaid Sir *Adam Alkin* for his Life, with Remainders over as aforeſaid, or any Part or Parcel thereof, in preſent Poſſeſſion, but not in Reverſion, unto any Perſon or Perſons for any Term or Terms not exceeding three Lives, or for any Number of Years not exceeding twenty-one Years from the making thereof in preſent Poſſeſſion, without taking any Fine or any other Income than is herein after appointed, for or in reſpect of ſuch Leaſe or Leaſes, Demiſe or Demiſes, ſo as the beſt and moſt approved yearly Rent or Rents which for twenty Years laſt paſt had been reſerved, or ſo much Rent as *Bona Fide* may conveniently be had for the ſame, be thereupon reſpectively reſerved, to be due and payable during the whole Term or Terms of ſuch ſeveral and reſpective Leaſe and Leaſes reſpectively, and ſo as in every ſuch Jointure or Jointures, Leaſe or Leaſes, the ſeveral Jointreſs and Jointreſſes, Leſſee and Leſſees therein reſpectively named and their Aſſigns, be reſtrained from doing and committing any Waſte or Spoil upon the Premiſſes, or any Part or Parcel thereof; and

Remainder to his firſt and other Sons in Tail Male ſucceſſively.

Remainder to the right Heirs of the Teſtator.

A Power to Perſons in Poſſeſſion to make Jointures to their reſpective Wives,

with Reſtriction;

and to make Leaſes, with Reſtrictions, as to the Term, without Fine,

at improved Rents, as within twenty Years laſt, not *ſans* Waſte, Jointure and Leaſes.

Leſſees to execute Counterparts.

ſo as all and every ſuch Leſſee and Leſſees do ſeal and deliver Counterparts of all and every ſuch Leaſe and Leaſes, and ſo as all the Rents and Profits of all and ſingular the ſame Premiſſes, together with the Counterparts of ſuch Leaſes as aforeſaid,

Rents and Counterparts to come to Perſons intitled.

ſhall from Time to Time remain and come to all and every ſuch Perſon and Perſons to whom the Uſes of the ſame Premiſſes are herein before limited. Provided alſo, and it is hereby further declared and agreed, by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the reſpective Perſons to whom

Perſons in Poſſeſſion

any Uſe or Eſtate is herein before limited, having or being in the immediate Poſſeſſion of ſuch Uſe or Eſtate, and being at the Age of twenty-one Years or above, by any ſuch Deed or Deeds as aforeſaid, or by their or any of their laſt Wills and Teſtaments in Writing under their or any of their Hands and Seals, atteſted by

may raiſe a Term *ſans* Waſte,

three or more credible Witneſſes, to make, grant or deviſe any Leaſe or Leaſes, Eſtate or Eſtates of all or any of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before limited, or mentioned to be limited to the ſaid Sir *Adam Alkin* for his Life, with Remainders over as aforeſaid, together with the ſaid Manors, Meſſuages, Lands, Tenements, Rent, Hereditaments and Premiſſes ſo conveyed and ſettled in and by the ſaid ſeveral Indentures of Leaſe and Releaſe of the fourteenth and fifteenth Days of *November* 1725. or mentioned ſo to be as aforeſaid, or any Part thereof, (ſubject to ſuch Leaſes and Jointures as ſhall thereof happen to be before made in Purſuance of the Powers aforeſaid) to any Perſon or Perſons for any Term or Number of Years without Impeachment of Waſte, upon Truſts out of the Rents, Iſſues and Profits of the ſame Premiſſes ſo to be granted or deviſed as aforeſaid, or by Sale or Mortgage thereof, or of a competent Part thereof, to raiſe any Sum of lawful Money of *Great Britain* not exceeding

to raiſe Portions for younger Children.

in the Whole the Sum of 10000 *l.* for the Portion and Portions for one or more Child or Children, beſides an eldeſt or only Son of ſuch reſpective Leſſor or Leſſors, Grantor or Grantors, Deviſor or Deviſors, to be paid in Caſe of one ſuch Child to ſuch only Child, and in Caſe of two or more ſuch Children, to be paid to them by ſuch Shares and Proportions, and in ſuch Manner and at ſuch Times as by ſuch Deed or Deeds, or laſt Wills and Teſtaments as aforeſaid, and ſo atteſted as aforeſaid, ſhall be directed and appointed; And as to all other the ſaid hereby granted Manor, Advowſon, Lands, Hereditaments and Premiſſes whereof no Uſe is herein before declared, with their Appurtenances, to the Uſe of the ſaid Sir *Adam Alkin*, his Heirs and Aſſigns for ever: And the ſaid Sir *Adam Alkin* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid Sir *David Dunn* and *Fulk Foſter*, their Heirs, Executors and Adminiſtrators, and every of them in Manner and Form following, (that is to ſay) that (for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid Sir *Adam Alkin* done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid Sir *Adam Alkin* now is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee, of and in the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, of a good, ſure, lawful, abſolute and indefeazible Eſtate of Inheritance in Fee-Simple, to him and his Heirs, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Act, Matter, Reſtraint or Thing whatſoever to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame; and further, that the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned to be hereby granted and releaſed, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and ſubject to the Proviſoes and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame, and ſhall and may be peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid Sir *Adam Alkin*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſame Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid Sir *Adam Alkin*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified,

The Uſe of the other Part of the Premiſſes to the Grantor in Fee.

The Grantor covenants that he is ſeiſed in Fee,

and for quiet Enjoyment,

free from Incumbrances,

of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Annuities, Rents, Arrears of Rent, Forfeitures, Re-entires, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid Sir *Adam Alkin*, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him or them; and moreover, that he the ſaid Sir *Adam Alkin* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid hereby, or mentioned to be hereby granted and releaſed Manor, Cottages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, ſhall and will at any Time or Times hereafter, upon every reaſonable Requeſt of the ſaid Sir *David Dunn* and *Fulk Foſter*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, but at his own proper Coſts and Charges, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all ſuch further and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Manor, Meſſuages, Cottages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, to, for and upon ſuch Uſes, Truſts, Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid Sir *David Dunn* and *Fulk Foſter*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In witneſs, *&c.*

and to make further Aſſurances.

A Deed of Releaſe in order to a Recovery in a Manor-Court. N° 29.

THIS Indenture tripartite made the tenth Day of *November Anno Domini* 1722. and in the ninth Year of the Reign of our Sovereign Lord *George*, &c. between *Alice Allen* of *Braden* in the County of *Cambridge*, Widow and Relict of *David Allen* late of the ſame Place, Eſq; deceaſed, and *Edmund Allen* of *London*, Gent. the only Son now living of the ſaid *David Allen* by the ſaid *Alice*, of the firſt Part, *Fulk Flint*, Citizen and Ironmonger of *London*, of the ſecond Part, and *Gregory Gill* of *London*, Eſq; of the third Part, witneſſeth, That for Barring, Docking, Defeating and Deſtroying of all Eſtates-Tail, and all Reverſions and Remainders thereupon expectant or depending, of and in the Meſſuage, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, and for and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Alice Allen* and *Edmund Allen* in Hand paid by the ſaid *Fulk Flint*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Alice Allen* and *Edmund Allen* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Fulk Flint*, his Heirs and Aſſigns, all that Meſſuage or Tenement and thoſe four Cloſes, Pieces or Parcels of Arable, Paſture and Wood-Land, containing by Eſtimation twenty Acres, be the ſame more or leſs, and all Barns, Stables, Outhouſes, Yards, Gardens, Orchards, Backſides and Appurtenances to the ſame belonging, or in any wiſe appertaining, ſituate, lying and being in the South End of *Hennon* in the Pariſh of *Hennon* in the County of *Kent*, now or late in the Tenure or Occupation of *Lambert Lane*, his Aſſigns or Under-tenants, and all other

The Parties.

The Intent of this Deed to bar Intails, *&c.*

The Conſideration Money.

The Releaſe.

The Parcels.

the Lands, Tenements and Hereditaments whatſoever of them the ſaid *Alice Allen* and *Edmund Allen*, or either of them, ſituate, lying or being in the ſaid Pariſh of *Hennon*, with their and every of their Appurtenances, (all which ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes are now in the actual Poſſeſſion of the ſaid *Fulk Flint*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Alice Allen* and *Edmund Allen*, for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Fulk Flint*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof and by Force of the Statute for transferring Uſes into Poſſeſſion, made and provided); and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity of them the ſaid *Alice Allen* and *Edmund Allen*, and of each or either of them, of, in, to or out of the ſaid Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuage, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Fulk Flint*, his Heirs and Aſſigns, to and for the Uſe and Behoof of him the ſaid *Fulk Flint*, and of his Heirs and Aſſigns for ever; to the End that he the ſaid *Fulk Flint* may become perfect Tenant of the Freehold of the ſaid Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes: to the Intent that one or more good and perfect Common Recovery or Recoveries may be thereof had and ſuffered in the Court of the Manor of *Murton* in the ſaid County of *Kent*, in ſuch Manner as is herein after mentioned; for which Purpoſe it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *Gregory Gill*, at the Coſts and Charges of the ſaid *Edmund Allen*, before the twenty-fourth Day of *June* next enſuing the Date of theſe Preſents, to ſue forth and proſecute out of his Majeſty's High Court of Chancery, one or more Writ or Writs of Right Cloſe, thereby demanding by apt and convenient Names, Quantities, Qualities, Number of Acres, and other Deſcriptions, all and every the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, againſt the ſaid *Fulk Flint*, to which ſaid Writ or Writs the ſaid *Fulk Flint* ſhall appear *gratis* in his proper perſon, or by his Attorney thereto lawfully authorized, and vouch over to Warranty the ſaid *Edmund Allen*, who ſhall alſo *gratis* appear in his proper Perſon, or by his Attorney thereto lawfully authorized, and enter into the Warranty, and vouch over to Warranty the Common Vouchee of the ſame Court, who ſhall alſo appear, and after Imparlance ſhall make Default, ſo as Judgment ſhall and may be thereupon had and given for the ſaid *Gregory Gill*, to recover the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes againſt the ſaid *Fulk Flint*, and for him to recover in Value againſt the ſaid *Edmund Allen*, and for him to recover in Value againſt the ſaid Common Vouchee, and that Execution ſhall and may be thereupon had and awarded accordingly, and all and every other Act and Thing be done and executed, needful and requiſite for the Suffering and Perfecting ſuch Common Recovery or Recoveries with Vouchers as aforeſaid. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and immediately after the Suffering and Perfecting of ſuch Common Recovery or Recoveries, as well theſe Preſents and the Aſſurance hereby made, as alſo the ſaid Recovery or Recoveries, ſo as aforeſaid, or in any other Manner, or at any other Time or Times ſuffered or to be ſuffered, and all and every other Common Recoveries, Fines, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed, of the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared by all the ſaid Parties to theſe Preſents to be and enure, and the Recoveror or Recoverors in the ſaid Recovery or Recoveries named or to be named, and his or their Heirs, ſhall ſtand and be ſeiſed of the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, and of every Part

and

Bargain for a Year mentioned.

General Words.

Habendum to the Leſſee in Fee,

to make him Tenant,

that a Recovery may be ſuffered in the Court of the Manor.

The Manner how

a Writ of Right Cloſe to be ſued out.

The Uſes of the Recovery declared

and Parcel thereof, to the Uſe and Behoof of the ſaid *Alice Allen*, for and during the Term of her natural Life; and from and after her Deceaſe, then to the Uſe and Behoof of the ſaid *Edmund Allen*, and of his Heirs and Aſſigns for ever. In Witneſs, *&c.* to one of the Grantors for Life; Remainder to the other in Fee.

A Releaſe and Conveyance of Freeholds and Copyholds, by the ſurviving Aſſignee under a Commiſſion of Bankruptcy, to the Bankrupt; his Creditors having diſcharged him. Special Recitals of Marriage Settlements, the Commiſſion, &c. N° 30.

THIS Indenture made the third Day of *April* in the third Year of the Reign of our Sovereign Lord *George, &c. Annoque Domini* 1717, between *Auſtin Alkin* of *London*, Merchant, ſurviving Aſſignee under a Commiſſion of Bankruptcy lately awarded againſt *Bryan Brown* the Younger, late of *London*, Linen-Draper, of the one Part, and the ſaid *Bryan Brown* of the other Part. The Parties, the Aſſignee and the Bankrupt.

Whereas by Indenture quadrupartite, bearing Date the ſeventeenth Day of *June* *Anno Domini* 1712, and made or mentioned to be made between *Clement Carr* of *Drant* in the County of *Eſſex*, Gent. of the firſt Part, the ſaid *Bryan Brown* of the ſecond Part, *Francis Fry* of *Gilland* in the ſaid County of *Eſſex*, Gent. of the third Part, and *Harriot Carr*, Daughter of the ſaid *Clement Carr*, of the fourth Part, reciting a Marriage intended to be had and ſolemnized (which was afterwards had and ſolemnized accordingly) between the ſaid *Bryan Brown* and the ſaid *Harriot Carr*, and that the ſaid *Clement Carr* had agreed to ſettle and ſecure Lands and Tenements to the Value of 60*l. per Annum*, in caſe the ſaid Marriage took Effect, to and upon the ſaid *Harriot* and her Children. Recital of a Settlement on the Bankrupt's Marriage, made in Favour of his Wife by her Father,

The ſaid Indenture witneſſed, That the ſaid *Clement Carr*, in Conſideration of the ſaid Marriage and Performance of the ſaid Agreement, and of 5*s.* to him in Hand paid by the ſaid *Bryan Brown*, did grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Bryan Brown*, (in his actual Poſſeſſion then being by Virtue of a Bargain and Sale to him thereof made for a Year, by Indenture bearing Date the Day before the Day of the Date thereof, and by Force of the Statute for transferring Uſes into Poſſeſſion) and to his Heirs, all that Meſſuage or Tenement commonly called or known by the Name of the *Lime-Houſe*, with all the Houſes, Edifices and Buildings whatſoever thereunto belonging, ſituate, lying and being in *Kirkall* in the County of *Eſſex*; and alſo all the Lands, Meadows and Paſture-Grounds of him the ſaid *Clement Carr* belonging to the ſaid Meſſuage or Tenement as the ſame are ſituate, lying and being in *Kirkall* aforeſaid, containing together by Eſtimation ſixty Acres, be the ſame more or leſs, as the ſame formerly were in the Uſe or Occupation of *Lewis Love*, and then in the Poſſeſſion of the ſaid *Clement Carr*, his Aſſigns or Undertenants, whereof the firſt Piece is a Cloſe of Paſture, containing by Eſtimation ſixteen Acres, called *Murton Cloſe* [*Here follow more Parcels*]; and the Reverſion and Reverſions, Remainder and Remainders, and all the Eſtate, Right, Title, Intereſt, Truſt, Equity and Benefit of Redemption, Property, Claim and Demand whatſoever of him the ſaid *Clement Carr*, of, in or to the ſaid Premiſſes, and every Part thereof, with their and every their Appurtenances; To hold to the ſaid *Bryan Brown*, his Heirs and Aſſigns, to and for the ſeveral Uſes, Intents and Purpoſes therein and herein after mentioned, (that is to ſay) to the Uſe of the ſaid *Clement Carr* and his Heirs until the intended Marriage ſhould be had and ſolemnized, and from and after the Solemnization thereof, to the Uſe of the ſaid *Harriot* for Life; and from her Death or other Determination of her Eſtate, to the Uſe of the ſaid *Clement Carr* and *Francis Fry*, and their Heirs, during the Life of the ſaid *Harriot*, to preſerve the contingent Remainders; and after the Expiration of that Eſtate, then to the Uſe of the firſt Son of the Body of the ſaid *Bryan Brown* on the Body of the ſaid *Harriot* lawfully to be begotten, and of the Heirs of the Body of ſuch firſt Son; and for Default of ſuch Iſſue, to the ſecond, third, fourth, fifth, ſixth, and all and every other Son or Sons of the Body of the ſaid *Bryan Brown* on the ſaid *Harriot* lawfully to be begotten, and the Heirs of their reſpective Bodies; Remainder to all and every the Daughters and Daughter, as Tenants in Common, and the Heirs of their reſpective Bodies; Remainder to the ſaid *Clement Carr* and his

by Leaſe and Releaſe.

The Parcels.

General Words.

Habendum after the Marriage, to the Uſe of the Wife for Life; Remainder to firſt and other Sons of the Marriage, ſucceſſively in Tail; Remainder to the Daughters, as Tenants in Common in Tail; Remainder to the Father in Fee;

his Heirs. In which ſaid Indenture it is further recited, that the ſaid *Clement Carr* was then ſeiſed in Fee of and in one Meſſuage and fifteen Acres of Land thereto belonging in *Kirkall* aforeſaid, and alſo of and in forty Acres of Land formerly of Sir *Nicholas Norris*, with a little Tenement thereupon formerly built, but then waſted, holden by Copy of Court-Roll of the Manor of *Olden*. Then the ſaid Indenture further witneſſed, and the ſaid *Clement Carr* did thereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and grant to and with the ſaid *Bryan Brown*, that in caſe the ſaid Marriage ſhould take effect, he the ſaid *Clement Carr* or his Heirs ſhould, within twelve Months after the Solemnization thereof, ſurrender the ſaid Copyhold Premiſſes to ſuch Uſes as the ſaid Freehold Premiſſes are thereby limited, as in and by the ſaid recited Indenture, Relation being thereunto had, may more fully and at large appear; which ſaid Copyhold, Lands and Tenements, were afterwards ſurrendered by the ſaid *Clement Carr*, and the ſaid *Harriot* admitted thereto accordingly. And whereas by Indenture tripartite, bearing even Date with the Indenture quadrupartite above recited, and made or mention to be made between *Paul Brown* of *London*, Linen-Draper, and the ſaid *Bryan Brown* (Son and Heir Apparent of the ſaid *Paul)* of the firſt Part, the ſaid *Clement Carr* and *Francis Fry* of the ſecond Part, and the ſaid *Harriot Carr* of the third Part, reciting the ſaid then intended Marriage in Conſideration whereof, and of the Settlement made by the ſaid *Clement Carr*, by Indenture above recited, and of the Sum of 3000 *l.* of lawful Money of *Great Britain*, to the ſaid *Bryan*, and of 5 *s.* to the ſaid *Paul* in Hand paid, and for other Conſiderations therein mentioned, they the ſaid *Paul Brown* and *Bryan Brown* did grant, bargain, ſell, releaſe and confirm unto the ſaid *Clement Carr* and *Francis Fry*, in their actual Poſſeſſion then being by Virtue of a Bargain and Sale for a Year, bearing Date the Day next before the Day of the Date thereof, and of the Statute for transferring Uſes into Poſſeſſion, and to their Heirs, all that Field or Cloſe of Land, with the Appurtenances, called or known by the Name of *Quag-field*, or by whatſoever other Name or Names the ſame be called or known, containing by Eſtimation forty Acres more or leſs, ſituate, lying and being in *Rice* in the County of *Suſſex* [*Here follow more Parcels*]; with all and ſingular the Buildings, Hereditaments and Appurtenances to the ſame, or any of them belonging or therewith at any Time uſed or enjoyed, and all other the Meſſuages and Lands of them the ſaid *Paul Brown* and *Bryan Brown*, or either of them, in the Towns aforeſaid, then in the Poſſeſſion of *Thomas Tall*; and the Reverſion and Reverſions, Remainder and Remainders, and all the Eſtate, Right, Title, Intereſt, Truſt, Equity and Benefit of Redemption, Property, Claim and Demand whatſoever of them the ſaid *Paul Brown* and *Bryan Brown*, or either of them, of, in or to the ſaid Premiſſes, or any Part thereof, with their and every of their Appurtenances; To hold to the ſaid *Clement Car* and *Francis Fry*, their Heirs and Aſſigns, to and for the ſeveral Uſes, and upon the Truſts therein and herein after mentioned, (that is to ſay) to the Uſe of the ſaid *Paul Brown* and his Heirs, until the Marriage ſhould be had and ſolemnized; and from and after the Solemnization thereof, then to the Uſe of the ſaid *Clement Carr* and *Francis Fry*, their Executors, Adminiſtrators and Aſſigns, for the Term of five hundred Years, without Impeachment of Waſte, upon the Truſt, therein and herein after mentioned; and from and after the Determination of that Eſtate, to the Uſe of the ſaid *Bryan Brown* for Life, without Impeachment of Waſte; and from and after his Deceaſe, or other Determination of his Eſtate, to the Uſe of the ſaid *Clement Carr* and *Francis Fry* and their Heirs, during the Life of the ſaid *Bryan Brown*, to preſerve the contingent Remainders from being defeated; and after the Expiration of that Eſtate, then to the Uſe and Behoof of the ſaid *Harriot Carr* for Life in Bar of Dower; Remainder to the firſt Son, and the Heirs Male of his Body; Remainder to all and every other Son and Sons, and the Heirs Male of their reſpective Bodies; Remainder to all and every the Daughter and Daughters of the ſaid *Bryan Brown* on the Body of the ſaid *Harriot* to be begotten, and the Heirs of their reſpective Bodies; Remainder to the right Heirs of the ſaid *Bryan Brown* for ever. The Truſt of the ſaid Term of five hundred Years is declared to be upon this expreſs Truſt and Condition, that in caſe the ſaid *Harriot Carr* ſhould die without Iſſue of her Body living at the Time of her Death, that then the ſaid Truſtees ſhould be poſſeſſed of the Reſidue of the ſaid Term in Truſt for the ſaid *Clement Carr*, upon

and reciting that the Father was ſeiſed in Fee of Copyholds,

which he covenanted to ſurrender to the ſame Uſes;

which were ſurrendered accordingly, and the Daughter admitted.

Other Deeds of Leaſe and Releaſe of the ſame reſpective Dates recited,

whereby the Huſband and his Father releaſed, &c.

Lands, &c.

General Words,

Habendum after the Marriage, to Truſtees for a Term upon Truſts after mentioned, then to the Uſe of the Huſband for Life, *ſans* Waſte; Then to the Uſe of the Wife in Bar of Dower; Remainder to the firſt and other Sons of the Huſband in Tail; Remainder to Daughters of the Marriage in Tail; Remainder to the Heirs of the Huſband.

The Truſt of the Term declared, if the Wife ſhould

Condition

Condition nevertheleſs, that if the ſaid *Bryan Brown*, his Heirs, Executors or Adminiſtrators, ſhould within twelve Months after the Death of the ſaid *Harriot Carr* well and truly pay, or cauſe to be paid unto the ſaid *Clement Carr*, his Executors, Adminiſtrators or Aſſigns; the full Sum of 1000 *l.* of lawful Money; or if at the Death of the ſaid *Harriot* there ſhall be any Iſſue of her Body living, that then, and in either of the ſaid Caſes, the ſaid Term to ceaſe and be void. And in and by the laſt mentioned Indenture further reciting, that the ſaid *Paul Brown* was then ſeiſed in Fee, according to the Cuſtom of the Manor, of a certain Meſſuage or Tenement, with divers Houſes and Buildings to the ſame belonging, holden by Copy of Court-Roll of the Manor of *Unſhall* in the County of *Suſſex*; and that *Walter Wall*, Citizen and Draper of *London*, was then ſeiſed in Fee, according to the Cuſtom of the Manor, in Truſt for the ſaid *Paul Brown* and his Heirs, of and in a certain Field or Incloſure called *Xanfield*, containing by Eſtimation fourteen Acres, holden by Copy of Court-Roll of the Manor of *Yeohall* in the ſaid County of *Suſſex*; and that the ſaid *Bryan Brown* was then ſeiſed in Fee, according to the Cuſtom of the Manor, of a certain Meſſuage or Tenement, with divers Houſes and Edifices thereto belonging, and one Cloſe of Land to the ſame adjoining, called *Zellhill*, containing by Eſtimation ſix Acres more or leſs, and alſo of another Cloſe, formerly called *Alton*'s Cloſe, containing by Eſtimation eighteen Acres more or leſs, lying in *Rice* aforeſaid, holden by Copy of Court-Roll of the Manor of *Bruton* in *Rice* aforeſaid. Then the ſaid Indenture further witneſſed, That the ſaid *Paul Brown* and *Bryan Brown* did ſeverally covenant and grant to and with the ſaid *Clement Carr* and *Francis Fry*, that in Caſe the ſaid Marriage took Effect, that then the ſaid *Paul Brown* ſhould and would within ſix Months after ſurrender, and likewiſe procure the ſaid *Walter Wall* to ſurrender all and ſingular the aforeſaid Copyhold Meſſuages and Lands, whereof they were then reſpectively ſeiſed as aforeſaid, to the Uſe of the ſaid *Bryan Brown* for Life, and after his Deceaſe to the ſaid *Harriot Carr* for Life, with the like Remainders limited as to the Freehold Eſtate laſt above mentioned; And that the ſaid *Bryan Brown* ſhould, within ſix Months after the ſaid Marriage, ſurrender all and ſingular the Meſſuages and Lands whereof he was ſeiſed as aforeſaid, to the like Uſes; and that he the ſaid *Bryan Brown* ſhould procure the ſaid *Harriot* to be admitted according to ſuch Surrender as aforeſaid, as in and by the ſaid laſt recited Indenture, Relation being thereunto had, it doth and may more fully and at large appear; all which ſaid laſt mentioned Copyhold, Lands and Tenements, except ſuch whereof the ſaid *Walter Wall* was ſeiſed, were afterwards ſurrendered, and the ſaid *Bryan Brown* admitted thereto accordingly, and the ſaid *Walter Wall* did declare the Truſt thereof for the Benefit of the ſaid *Paul Brown*. And whereas his late Majeſty's Commiſſion under the Great Seal of *Great Britain*, grounded upon the ſeveral Statutes made concerning Bankrupts, bearing Date the tenth Day of *November Anno Domini* 1713. hath been awarded againſt the ſaid *Bryan Brown*, and directed to *Charles Cary*, *Denzil Due*, Eſq; *Edmund Ellis*, *Fulk Fell* and *Guy Gyles*, Gent. thereby giving full Power and Authority to the ſaid Commiſſions, four or three of them, whereof the ſaid *Charles Cary* or *Denzil Due* to be one, to execute the ſame Commiſſion, as by the ſame Commiſſion, Relation being thereunto had, more fully and at large it doth and may appear. And whereas upon the Execution of the ſaid Commiſſion, the ſaid *Bryan Brown* did in the Judgment of the ſaid Commiſſioners become a Bankrupt to all Intents and Purpoſes within the Compaſs, true Intent and Meaning of the ſeveral Statutes made concerning Bankrupts, or within ſome or one of them, before the Date and Suing forth of the ſaid Commiſſion. And whereas the Commiſſioners by their Indenture of Aſſignment, bearing Date the tenth Day of *Auguſt Anno Domini* 1715. and made or mentioned to be made between the ſaid Commiſſioners of the one Part, and the ſaid *Auſtin Alkin* and *Hugh Hill* of *London*, Merchant, of the other Part, did bargain, ſell, aſſign and ſet over unto the ſaid *Auſtin Alkin* and *Hugh Hill*, all and ſingular the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Bryan Brown*, and all their Eſtate, Right, Title, Intereſt, Truſt, Equity of Redemption, Term and Terms of Years, Property, Claim and Demand whatſoever of, in and to the ſame, or any Part or Parcel thereof; To have and to hold to them the ſaid *Auſtin Alkin* and *Hugh Hill*, their Heirs, Executors, Adminiſtrators and Aſſigns; whereby the ſaid *Auſtin Alkin* and *Hugh*

die without Iſſue living, in Truſt for her Father, to ſecure him the Payment of a certain Sum, and the Father and Son for themſelves, and a Truſtee of the Father, reſpectively covenanted to ſurrender certain Copyholds,

to the Uſe of the Huſband for Life, then to the Wife for Life, with Remainders, as of his Freeholds *ſupra*,

and that the Truſtee ſurrendred, and the Huſband was admitted.

The Commiſſion of Bankruptcy recited,

and Adjudication of the Commiſſioners,

and their Deed of Aſſignment to the now Grantor, and another,

of the Eſtates of the Bankrupt,

Hill became well intitled to all the Eſtate, Right and Intereſt of the ſaid *Bryan Brown* of, in and to the aforeſaid Premiſſes. And whereas the ſaid *Hugh Hill* is ſince departed this Life, whereby the ſaid *Auſtin Alkin* is become intitled to ſuch Eſtate, Right and Intereſt of the ſaid *Bryan Brown:* And whereas the ſaid *Bryan Brown* hath lately procured and obtained his Diſcharge from his ſeveral Creditors: And whereas the ſaid *Auſtin Alkin* hath agreed with the ſaid *Bryan Brown* to convey and releaſe unto him and his Heirs all the Eſtate and Intereſt of the ſaid *Auſtin Alkin* of, in and to the ſaid Premiſſes, on Payment of the Sum of 400 *l.* of lawful Money of *Great Britain*, for the Uſe of the Creditors of the ſaid *Bryan Brown*. Now this Indenture witneſſeth, That the ſaid *Auſtin Alkin*, in Conſideration of the Sum of 400 *l.* of lawful Money of *Great Britain* to him in Hand paid by the ſaid *Bryan Brown*, at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Auſtin Alkin* doth hereby acknowledge, and thereof and of every Part thereof doth hereby acquit, releaſe and diſcharge the ſaid *Bryan Brown*, his Heirs, Executors and Adminiſtrators for ever by theſe Preſents, hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Bryan Brown* (in his actual Poſſeſſion now being, by Virtue of a Bargain and Sale to him made by Indenture bearing Date the Day next before the Day of the Date hereof, for the Term of one whole Year, and by Force of the Statute for transferring Uſes into Poſſeſſion) and to his Heirs, all and every the aforeſaid Freehold Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular other the Premiſſes, being Freehold and not Copyhold, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, of him the ſaid *Auſtin Alkin*, of, in, to or out of the ſame, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages, Lands, Tenements, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Bryan Brown*, his Heirs and Aſſigns, to and for the proper Uſe and Behoof of him the ſaid *Bryan Brown*, and of his Heirs and Aſſigns for ever. And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, he the ſaid *Auſtin Alkin* hath remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents for himſelf and his Heirs doth fully, clearly and abſolutely remiſe, releaſe and for ever quit-claim unto the ſaid *Bryan Brown* (in his peaceable Poſſeſſion and Seiſin now being) all and every the Copyhold Meſſuages, Lands, Tenements, Hereditaments and Premiſſes whatſoever above mentioned, and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every Part and Parcel thereof, and all Rents, Duties and Services reſerved upon any Leaſe, Demiſe or Grant thereof, or of any Part thereof, made or granted, and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *Auſtin Alkin* of, in and to the ſame Premiſſes; To have and to hold all and every the ſaid Copyhold Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, unto and to the Uſe of the ſaid *Bryan Brown*, his Heirs and Aſſigns, ſo that neither he the ſaid *Auſtin Alkin* nor his Heirs, nor any other Perſon or Perſons, for him or them, or in his or their Names, ſhall or will by any Ways or Means hereafter have, claim, challenge or demand any Eſtate, Right, Title or Intereſt of, in or to the Premiſſes, or any Part or Parcel thereof. And the ſaid *Auſtin Alkin* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *Bryan Brown*, his Heirs and Aſſigns, by theſe Preſents, that the ſaid *Auſtin Alkin* hath not at any Time heretofore made, done or committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Premiſſes, or any Part thereof, are, is, or ſhall or may be any Ways impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever; and that he the ſaid *Auſtin Alkin* and his Heirs, and all others claiming under him or them, ſhall and will at any Time hereafter, during the Space of three Years next enſuing the Date hereof, at the Requeſt, Coſts and Charges of the ſaid *Bryan Brown*, his Heirs or Aſſigns, make, do and execute any further or other lawful and reaſonable Act or Thing, Conveyance or Aſſurance in the Law, for the better and more effectual Conveying and Aſſuring the aforeſaid Meſſuages, Lands, Tenements and Premiſſes, as well Freehold as Copyhold, unto and to

and that the Grantor is the ſurviving Aſſignee, and that the Bankrupt has obtained his Diſcharge from his Creditors, and that the Grantor has agreed to convey to him, on Payment of a certain Sum for the Uſe of the Creditors.

The Conſideration of this Deed.

The Grant, Releaſe, &c. of the Freeholds.

Bargain, &c. for a Year mentioned.

Habendum in Fee,

A Releaſe of the Copyholds.

Habendum in Fee.

The Grantor covenants that he hath not incumbred,

and for further Aſſurances.

to the Uſe of the ſaid *Bryan Brown*, his Heirs and Aſſigns, be it by Fine, Surrender, or otherwiſe howſoever; ſo as ſuch further Aſſurances contain in them no other or further Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be deſired to make or do the ſame, be not compelled or compellable, for making or doing thereof, to travel above five Miles from their then Dwellings or Places of Abode. In Witneſs, *&c.*

Revocations.

Long Exchequer-Annuities having been ſettled upon a Marriage, to make Proviſion for the Wife and younger Children, were in 1720. *ſubſcribed into the* South-Sea; *by which the Proviſion falling ſhort, the Huſband ſettled Lands of as good Value in Lieu of them; and by this Deed, he, his Wife and Mother, (being the only ſurviving Parties) purſuant to a Power in the Settlement, revoke the Truſts of the* South-Sea *Stock and Annuities.* No 1.

WHEREAS ſoon after the Date and Signing of the within written Inſtrument or Writing, the Marriage within recited to be then intended between the within named *Aaron Adny* and *Clara Day* (now his Wife) was had and ſolemnized. And whereas the ſaid *Aaron Adny* ſoon after the ſaid Marriage did, in Purſuance of the Covenant or Agreement on his Part in that Behalf within contained, aſſign and transfer, or procure to be aſſigned and transferred unto Truſtees for that Purpoſe named and agreed upon, certain long Annuities of the yearly Amount or Value of 400 *l.* iſſuing and payable out of the Exchequer, (by Virtue of ſome Act or Acts of Parliament) for the Reſidue of ſeveral Terms for ninety-nine Years, or ſome other long Term or Terms for Years, upon the Truſts and for the Purpoſes within in that Behalf mentioned and agreed upon; which ſaid 400 *l. per Annum* Annuities were afterwards in the Year of our Lord 1720. (in Purſuance of an Act of Parliament in that Behalf) ſubſcribed into the Stock of the *South-Sea* Company. And whereas the annual Intereſt, Dividends and Produce of the *South-Sea* Stock and Annuities, which have been ſince given and allowed by ſeveral Acts of Parliaments, and the ſaid *South-Sea* Company, for or in Lieu of the ſaid 400 *l. per Annum* Annuities ſo ſubſcribed as aforeſaid, falls much ſhort of the annual Produce of the aforeſaid 400 *l. per Annum* Annuities; ſo that by Means of the ſaid Subſcription, the Settlement, and Proviſion which by the ſaid Inſtrument or Writing was intended to be made, or agreed to be made for the ſaid *Clara* (Wife of the ſaid *Aaron Adny*) and their younger Children and Iſſue, by and out of the ſaid 400 *l. per Annum* Annuities, is much leſſened and diminiſhed. And whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe bearing even Date herewith, the Releaſe being tripartite, and made or mentioned to be made between the ſaid *Aaron Adny* and *Clara* his Wife of the firſt Part, the Reverend *David Day* of *Enford* in the County of *Flint* Eſq; and *Guy Day* of the *Middle Temple London*, Eſq; of the ſecond Part, and the within named *Barbara Adny* of the third Part, the ſaid *Aaron Adny*, for the Conſiderations therein mentioned, and to the good Liking and Satisfaction of the ſaid *Clara* his Wife, and the ſaid *Barbara Adny* (who with the ſaid *Aaron Adny* are the only ſurviving Perſons now living who ſigned the ſaid Inſtrument or Writing) hath made a Settlement of Freehold Meſſuages, Lands and Hereditaments in the County of *Oxon*, and City of *London*, of the yearly Value of 412 *l.* and other Proviſion upon and for the ſaid *Clara* his Wife, and the younger Children and Iſſue between them begotten, or to be begotten reſpectively, in Lieu, Recompence and full Satisfaction of and for the aforeſaid *South-Sea* Stock and *South-Sea* Annuities, in Manner in the ſame

Recital of a Marriage had,

and that the Huſband (in Purſuance of a Covenant in the Settlement) aſſigned Exchequer-Annuities upon Truſts,

and that they were ſubſcribed into the South-Sea in the Year 1720.

by which the Proviſion for the Wife falls ſhort.

Leaſe and Releaſe of this Date recited,

whereby the Huſband makes a Proviſion for Wife and younger Children, out of Freeholds, in Lieu of South-Sea Stock and Annuities.

The Clauſe of Revocation, purſuant to a Power reſerved, &c.

ſame Releaſe mentioned and expreſſed: Now in Conſideration of the Premiſſes, and for divers other good Cauſes and Conſiderations, them the ſaid *Aaron Adny*, *Clara* his Wife, and *Barbara Adny*, hereunto moving, and in Purſuance, and by Force and Virtue of the Power and Authority to them within given or reſerved (as they are the only ſurviving Perſons who ſigned the ſaid within written Inſtrument) and of all other Powers and Authorities to them in this Behalf given, or any ways enabling them thereunto, they the ſaid *Aaron Adny* Party hereunto, and *Clara* his Wife, and *Barbara Adny*, have by this their Writing under their Hands (and by and with their joint Conſents) revoked, altered, made null and void, and do hereby jointly revoke, alter, make null and void all and every the Deſignments, Eſtates, Intereſts, Truſts, Clauſes, Declarations, Agreements and Purpoſes within mentioned, expreſſed or declared and agreed upon, of and concerning the ſaid 400 *l. per Annum* Annuities agreed to be aſſured as is within mentioned; and they they ſaid *Aaron Adny* and *Clara* his Wife, and *Barbara Adny*, for the Conſiderations, and by Force and Virtue of the Power and Authority aforeſaid, have declared and directed, and do hereby jointly declare and direct, that the ſaid *South-Sea* Stock and *South-Sea* Annuities ſo given and allowed in Lieu of the ſaid 400 *l. per Annum* Annuities as aforeſaid, and all the Dividend, Intereſt and Produce thereof, ſhall from henceforth be, go and remain unto and for the ſole Uſe and Benefit of him the ſaid *Aaron Adny*, his Executors, Adminiſtrators and Aſſigns, abſolutely and for ever. In Witneſs whereof they the ſaid *Aaron Adny* and *Clara* his Wife, and *Barbara Adny*, have hereunto ſet their Hands this fourth Day of *July* in the Year of our Lord *Chriſt* 1730.

N° 2. *A Revocation, in Purſuance of a Power, of the Truſts of a Sum of Money, and Direction to the Truſtees to pay it to one of the Parties; he covenants to pay the like Sum, to the like Uſes, in his Life-time.*

The Parties.

Reference to a Power of Revocation.

The Revocation

of Truſts, &c.

of Money,

and Appointment to pay the ſame

to one of the Parties,

in Conſideration of which he covenants to pay the like Sum upon the like Truſts.

KNOW all Men by theſe Preſents, that the within named *Andrew Aſtry* and *Bruen Bigg*, for divers good Cauſes and valuable Conſiderations them thereunto moving, and in Purſuance, and by Force and Virtue of the Power and Authority to them in and by the within written Indenture given and reſerved, and of all other Power and Powers to them or either of them in that Behalf given or reſerved, or any Ways enabling them or either of them thereunto, Do by this their Deed or Writing under both their Hands and Seals, atteſted by the Perſons whoſe Names are hereunder written and ſubſcribed as Witneſſes thereto, revoke, alter and make void all and every the Truſts, Directions, Declarations and Agreements in and by the ſaid within written Indenture mentioned, expreſſed, directed or declared, of and concerning the within mentioned Sum of 4000 *l.* and the Intereſt thereof, every or any Part thereof; and they the ſaid *Andrew Aſtry* and *Bruen Bigg*, in further Purſuance and by Force and Virtue of the ſaid Power and Authority to them in and by the ſaid within written Indenture given and reſerved, do hereby order, direct and appoint the within named *Charles Carey* and *Dennis Aſtry*, their Executors and Adminiſtrators, to pay, apply and diſpoſe of the ſaid Sum of 4000 *l.* and every Part thereof, and all Intereſt now due or hereafter to become due for the ſame 4000 *l.* every or any Part thereof, unto him the ſaid *Bruen Bigg*, to and for his own abſolute Uſe and Benefit. And in Conſideration of the Premiſſes the ſaid *Bruen Bigg* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Charles Cary* and *Dennis Aſtry*, their Executors and Adminiſtrators, that he the ſaid *Bruen Bigg* ſhall and will ſome Time during his natural Life, well and truly pay or cauſe to be paid unto them the ſaid *Charles Cary* and *Dennis Aſtry*, or the Survivor of them, his Executors or Adminiſtrators, the full and juſt Sum of 4000 *l.* of lawful Money of *Great Britain*, to be by them the ſaid *Charles Cary* and *Dennis Aſtry*, or the Survivor of them, his Executors or Adminiſtrators, applied or diſpoſed of upon the like Truſts, and to and for the like Intents and Purpoſes, and under and ſubject to the like Proviſoes and Agreements as in and by the ſaid within written

written Indenture are mentioned, expreſſed and declared of and concerning the ſaid firſt mentioned Sum of 4000 *l.* and the Intereſt thereof, or as near thereto as may be, and the Deaths of Perſons and other Contingencies will admit of. In Witneſs whereof the ſaid *Andrew Aſtry*, and *Bruen Bigg*, have hereunto ſet their Hands and Seals this tenth Day of *February* in the fifth Year, *&c. Anno Domini* 1731.

Signed, Sealed and Delivered (being firſt duly ſtamped) in the Preſence of us

A Revocation (in Purſuance of a Power) by the Grantor in a voluntary Settlement, of the Uſes of Lands, &c. to enable him to ſell without his Truſtees: He now limits them to himſelf in Fee. N° 3.

TO all to whom theſe Preſents ſhall come, I the within named *Abel Aſh* ſend Greeting. Whereas I am now in Treaty for the Sale of the Manor, Meſſuages, Farms, Demeſne Lands, Lands, Advowſon and Hereditaments within granted and releaſed, or mentioned ſo to be, with their Appurtenances: Now know, that to the End and Intent that I myſelf alone, without the Concurrence or joining of my Truſtees within named, may be enabled legally and effectually to ſell and convey the ſame Manor, Meſſuages, Farms, Lands, Advowſon, Hereditaments and Premiſſes, unto the Purchaſor or Purchaſors thereof, and for divers other good Cauſes and Conſiderations me thereunto moving, I the ſaid *Abel Aſh*, in Purſuance and by Force and Virtue of the Power and Authority to me in and by the within written Indenture given and reſerved, and of all other Powers and Authorities any Ways enabling me thereunto, Do by this my Deed or Writing under my Hand and Seal, atteſted by the Perſons whoſe Names are hereunto written as Witneſſes thereunto, revoke, annul and make void, all and every the Uſe and Uſes, Eſtate and Eſtates, Truſt and Truſts, in and by the within written Indenture, limited, created, expreſſed or reſerved, to, of or concerning the ſaid Manors, Meſſuages, Farms, Demeſne Lands, Lands, Advowſon, Hereditaments, and Premiſſes, every or any Part thereof; and I do hereby declare the ſame and every of them to be utterly null and void to all Intents and Purpoſes; and I do hereby limit, declare, direct and appoint, that all and every the ſame Manor, Meſſuages, Farms, Demeſne Lands, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, ſhall from henceforth be, go and remain unto, and for the only proper Uſe and Behoof of me the ſaid *Abel Aſh*, and of my Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. In Witneſs whereof I have hereunto ſet my Hand and Seal this ſixth Day of *Auguſt* in the ſeventh Year of the Reign, *&c. Anno Domini* 1733.

A Treaty for a Sale of the Lands recited.

The Intent of this Indorſement.

The Clauſe of Revocation, referring to this Power.

He limits the Lands to himſelf in Fee.

Signed, Sealed and Delivered by the above named Abel Aſh *(being firſt duly ſtamped) in the Preſence of us*

Memorandum to be three Witneſſes.

Settlements.

N° 1. *A Sale and Settlement after Marriage, reciting a Settlement made before Marriage, by which, Part of the Wife's Portion remaining in her Father's Hands, and Part of the Husband's Fortune, being the Produce of Exchequer Annuities, and other personal Estate moving from his Brother, were agreed to be invested in a Purchase of Lands to be settled. This is now done by purchasing from the Husband, and settling certain Lands which he has purchased since the Marriage.*

Parties.

THIS Indenture quadrupartite made the seventeenth Day of *August Anno Domini* 1732. and in the sixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain, &c.* between *Abel Astry* of *Bruton* in the County of *Bedford*, Esq; and *Clara* his Wife, and *Duncan Dent* of *Enden* in the County of *Flint*, Esq; of the first Part, *George Gale* of the Parish of *Hennon* in the said County of *Flint*, Esq; Father of the said *Clara*, of the second Part, *James Gale* of *Kirkhall* in the said County of *Flint*, Esq; Son and Heir and also Executor of *James Gale* late of the Parish of *Lusan* in the same County, Esq; deceased, who survived *Martin Mills*, late of the City of *London*, Esq; also deceased, and *Nahum Norris* of the Parish of *Onton* in the said County of *Flint*, Esq; who hath also survived the said *Martin Mills* and *Paul Peck* of *Quet* in the County of *Radnor*, Esq; of the third Part, and *Saul Slade* of the *Middle Temple, London*, Esq; of the fourth Part: Whereas by Indentures of Lease and Release and Settlement, dated respectively the twelfth and thirteenth Days of *August* 1718. the Release and Settlement being quadrupartite, and made or mentioned to be made, between *Thomas Astry* of *Bruton* aforesaid, Esq; since deceased, and the said *Abel Astry*, only Brother of the said *Thomas Astry*, of the first Part, the said *George Gale* and the said *Clara Astry* (then *Clara Gale)* youngest Daughter of the said *George Gale*, of the second Part, *Valentine Weal* and *Walter Wall*, Esqrs. of the third Part, and the said *Saul Slade*, *Xerxes Xoll*, Esqrs. the said *James Gale*, deceased, *Martin Mills* and *Nahum Norris*, *Zacheus Zouch*, Esq; and *Adam Aston*, Esq; and the said *Paul Peck* then in the Parish of *Barden* in the said County of *Flint*, of the fourth Part, in Consideration of the Marriage then intended, and which was soon after had, between the said *Abel Astry* and the said *Clara Astry*, and for other the Considerations therein mentioned, the said *Thomas Astry* and *Abel Astry* did grant and convey unto the said *Valentine Veal* and *Walter Wall* and their Heirs (among divers Lands and Hereditaments in *Ireland)* all that the Manor or reputed Manor of *Cleden*, with the Appurtenances, and divers Messuages, Lands, Tithes and Hereditaments in *Cleden*, *Downhill* and *Ewan*, some or one of them, or elsewhere in the County of *Glamorgan*, and in the same Indentures particularly mentioned and described; To hold unto the said *Valentine Veal* and *Walter Wall* and their Heirs, to, for and upon the Uses, Trusts, Intents and Purposes, and under and subject to the Provisoes, Powers and Agreements in the said Indenture of Release and Settlement, and an Indorsement thereon, expressed and declared, or agreed upon of and concerning the same respectively, and particularly as to Part thereof (among other Uses) to the Use of the said *Abel Astry*, for the Term of his natural Life, without Impeachment of Waste, with Remainder to the same Trustees and their Heirs during his life, in Trust to preserve the contingent Remainders, with Remainder to the said *Clara Astry* for the Term of her natural Life, in Part of her Jointure, with divers Remainders over. And in and by the same Indenture the said *George Gale* did covenant with the same *Nahum Norris* and *Paul Peck*, that he the said *George Gale* would, within the Space of ten Days next ensuing the Date thereof, grant and demise unto the said *Nahum Norris* and *Paul Peck*, their Executors, Administrators and Assigns, for

The Marriage Settlement of the Husband and Wife (the first Grantors) recited;

by which the Husband and his then Brother conveyed *(inter alia)* a Manor, *&c.* to Trustees,

as to Part, to the Use of the Husband for Life *sans* Waste, Remainder to Trustees to preserve, *&c.* Remainder to the Lady for Life for her Jointure, with Remainders over; and

for the Term of one thouſand five hundred Years, ſeveral Meſſuages, Lands, Tenements and Hereditaments in the Pariſh of *Hock* in the ſaid County of *Flint* of the yearly Value of 600 *l.* for ſecuring the Payment to the ſaid *Nahum Norris* and *Paul Peck*, their Executors, Adminiſtrators and Aſſigns, the Sum of 6000 *l.* Principal Money, with Intereſt for the ſame, at the Rate of 5 *l. per Cent. per. Annum*, in Manner therein mentioned; upon Truſt that they the ſaid *Nahum Norris* and *Paul Peck*, or the Survivor of them, his Executors or Adminiſtrators, ſhould with all convenient Speed lay out and diſpoſe of the ſaid Sum of 6000 *l.* (when paid) either entirely or by Parcels, with the Conſent and Approbation of the ſaid *George Gale*, *Abel Aſtry* and *Clara* his Wife, or the Survivors or Survivor of them, in the Purchaſe or Purchaſes of ſome Meſſuages, Lands, Tenements, Rents or Hereditaments of an Eſtate of Inheritance in Fee-Simple in Poſſeſſion, within that Part of *Great Britain* called *England*, to be conveyed and ſettled to the Uſes in the ſaid Indenture of Releaſe and Settlement in that Behalf mentioned, being the ſame and the like Uſes as are herein after limited and declared of and concerning the Meſſuage, Farm, Lands, Woods, Wood-Grounds, Coppices and Hereditaments herein after mentioned to be purchaſed with the Sum of 4500 *l.* Part of the aforeſaid Sum of 6000 *l.)* And whereas by Indenture dated the fourteenth Day of the ſame *Auguſt*, the ſaid *George Gale*, in Purſuance of his ſaid recited Covenant, did demiſe and grant unto the ſaid *Nahum Norris* and *Paul Peck* divers Meſſuages, Lands, Tenements and Hereditaments in the ſaid Pariſh of *Hock* therein particularly mentioned and deſcribed; To hold unto them the ſaid *Nahum Norris* and *Paul Peck*, their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſame Indenture for the Term of five hundred Years, under a Proviſo to be void on Payment to them the ſaid *Nahum Norris* and *Paul Peck*, their Executors, Adminiſtrators and Aſſigns, of the ſaid Sum of 6000 *l.* Principal Money, with Intereſt for the ſame, after the Rate aforeſaid, by the ſaid *George Gale*, his Heirs, Executors, Adminiſtrators or Aſſigns, at the Days and Times therein limited and appointed for Payment thereof, and long ſince paſt. And whereas the ſaid *Thomas Aſtry* deceaſed, did, in and by the ſaid Indenture of Releaſe and Settlement, covenant with the ſaid *James Gale* deceaſed, and *Martin Mills*, that he the ſaid *Thomas Aſtry* would, within the Space of ten Days next enſuing the Date thereof, aſſign to them the ſame *James Gale* and *Martin Mills* their Executors, Adminiſtrators and Aſſigns, the Principal Sum of 2500 *l.* ſecured to him the ſaid *Thomas Aſtry* from *John Joy*, Eſq; the Elder, and *John Joy* his then eldeſt Son, by a Mortgage of *Cleden* Woods (ſome Time Parcel of the ſaid Manor of *Cleden)* made by Indentures of Leaſe and Releaſe of the twenty-ſecond and twenty-third Days of *March* 1708. and by a Bond of even Date with the ſame Releaſe from the ſaid *John Joy* ſenior, and *John Joy* junior, to the ſaid *Thomas Aſtry*, and alſo all Securities for the ſaid 2500 *l.* and all Intereſt due for the ſame; upon Truſt and to the Intent, that as ſoon as conveniently might be after the Solemnization of the ſaid then intended Marriage, the ſaid Principal Sum of 2500 *l.* ſhould be got in and received by the ſaid *James Gale* deceaſed, and *Martin Mills*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, and be by them laid out and inveſted either intirely or in Parcels, with the Conſent and Approbation of the ſaid *Thomas Aſtry*, *George Gale*, *Abel Aſtry* and *Clara* his Wife, or the Survivors or Survivor of them, in the Purchaſe or Purchaſes of ſome Meſſuages, Lands, Tenements, Rents or Hereditaments of an Eſtate of Inheritance in Fee-Simple in Poſſeſſion, within that Part of *Great Britain* called *England*, to be conveyed and ſettled to and for ſuch Uſes, Eſtates, Intents and Purpoſes, and ſubject to ſuch Proviſoes and Agreements as in the ſaid Indenture of Settlement and Indorſement thereon were limited and declared, or directed, of and concerning the ſaid Manor of *Cleden* (except as therein is excepted) being the ſame and the like Uſes and Eſtates as are herein after limited and declared of and concerning the Manor, Capital Meſſuage, Park and Hereditaments herein after mentioned to be purchaſed, with the Sum of 12500 *l.* Truſt-Monies (in which the ſaid Sum of 2500 *l.* Principal Money is included and compriſed) or ſuch of the ſame Uſes and Eſtates as are yet ſubſiſting and undetermined. And in and by the ſaid Indenture of Settlement the ſaid *Thomas Aſtry* did further covenant with the ſaid *Martin Mills* and *Nahum Norris*, that he the ſaid *Thomas Aſtry* would, within the Space of ten Days

her Father covenanted to demiſe Lands, &c. for a long Term, for ſecuring the Payment of a certain Sum, upon Truſt that the Truſtees, with Approbation of the Huſband and Wife, and her Father, or the Survivor, ſhould inveſt the ſame in a Purchaſe, to be ſettled as therein and herein after mentioned as to Lands purchaſed with Part thereof.

A Mortgage recited made by the Lady's Father in Purſuance of the foregoing Settlement.

A Covenant in the Settlement recited, whereby the Huſband's Brother was to aſſign to Truſtees a Sum ſecured by Mortgage and Bond, and all Intereſt;

upon Truſt to get in the Money,

to be inveſted in a Purchaſe, with Conſent,

To be ſettled as there and herein limited concerning a Manor, &c. purchaſed with certain Truſt-Money, in which the laſt mentioned is included.

Another Covenant in the Settlement, by the Brother recited,

to assign certain Exchequer Annuities, &c.

Days next ensuing the Date thereof, assign the several Annuities of 300 *l.* 150 *l.* 150 *l.* 80 *l.* 80 *l.* 150 *l.* and 40 *l. per Annum* therein mentioned to be issuing and payable out of his then Majesty's Exchequer, for several Terms of ninety-nine Years and ninety-nine Years in Manner therein expressed, by Virtue of the Acts of Parliament therein mentioned, and also the several Orders and Tallies for or relating to the same Annuities respectively, and all his the said *Thomas Astry*'s Estate and Estates, Term and Terms of Years, Claim and Demand in and to the same, unto the said *Martin Mills* and *Nahum Norris*, their Executors, Administrators and Assigns, for the then Residue of the said several Terms of ninety-nine Years and ninety-nine Years therein respectively (among other Trusts thereof since determined), upon Trust that they the said *Martin Mills* and *Nahum Norris*, or the Survivor of them, his Executors or Administrators, should, as soon as conveniently might be after the Death of the said *Thomas Astry*, with the Consent and Approbation of the said *George Gale*, *Abel Astry* and *Clara* his Wife, or the Survivors or Survivor of them, make absolute Sale of the aforesaid several Annuities for the then Residues of the said several Terms of ninety-nine Years and ninety-nine Years granted thereof, and should, with the like Consent and Approbation, lay out and invest, either intirely or in Parcels, the Monies arising by Sale of the same Annuities, in the Purchase or Purchases of some Messuages, Lands, Tenements, Rents or Hereditaments of an Estate of Inheritance in Fee-Simple in Possession, in that Part of *Great Britain* called *England*, to be conveyed and settled to and for such Uses, Estates, Intents and Purposes, and subject to such Provisoes and Agreements as in the same Indenture of Settlement and Indorsement thereupon were limited and declared, or directed, of and concerning the said Manor of *Cleden* (except as therein is excepted) being the same and the like Uses and Estates as are herein after limited and declared of and concerning the said Manor, Capital Messuage, Park and Hereditaments herein after mentioned to be purchased with the said Sum of 12500 *l.* (in which the Monies arising or produced by or from the said several Annuities are included and comprised) or such of the same Uses and Estates as are yet subsisting and undetermined. And whereas soon after the making and executing the said recited Settlement, as well the said 2500 *l.* Principal Money, and the Interest thereof, and the Securities for the same, as also the said several Annuities issuing and payable out of the Exchequer as aforesaid, were accordingly assigned by the said *Thomas Astry* to the said *James Gale* deceased, and *Martin Mills*, and to the said *Nahum Norris* and *Martin Mills*, their Heirs, Executors, Administrators and Assigns respectively, upon the Trusts in the said Settlement declared concerning the same respectively. And whereas the said several Annuities afterwards, in Pursuance or by Virtue of an Act of Parliament in that Behalf made and passed in the sixth Year of the Reign of his late Majesty King *George* the First, were subscribed into the Stock of the *South-Sea* Company, and the several *South-Sea* Stock and *South-Sea* Annuities given and allotted for, or arising from the said Exchequer Annuities so subscribed into the said Stock of the said *South-Sea* Company as aforesaid, having been lately sold, did produce the Sum of 10000 *l.* which is the whole Monies arising from the said Exchequer Annuities, to be laid out in the Purchase of Lands and Hereditaments to be settled as aforesaid. And whereas the said Sum of 2500 *l.* Principal Money so secured to the said *Thomas Astry* and assigned as aforesaid, hath been lately paid in unto the said *James Gale* Party hereto, upon the Trusts in the said Settlement, and herein before mentioned concerning the same; but neither the said 2500 *l.* nor the said 10000 *l.* or any Part of them, or either of them, have been yet laid out, but the same (amounting together to the Sum of 12500 *l.*) do yet wholly remain to be laid out in the Purchase of Messuages, Lands, Tenements and Hereditaments to be settled as aforesaid. And whereas all Interest incurred due for the said 6000 *l.* Principal Money, secured by the said Mortgage made by the said *George Gale* to the said *Nahum Norris* and *Paul Peck* as aforesaid, hath been duly paid and satisfied until the Day of the Date hereof, which he the said *Abel Astry* doth hereby own and acknowledge; but no Part of the said Principal Sum of 6000 *l.* hath been yet paid in, but the same doth yet wholly remain due and owing on the same Mortgage, upon the Trusts in the said Indenture of Settlement expressed and declared of and concerning the same. And whereas the said *Abel Astry* in the Name of the said *Duncan Dent* his Trustee,

upon Trust with Consent, &c.

to sell the same,

and to invest the Money in a Purchase,

to be settled

to the Uses last referred to, the Annuity Money being included in this Purchase Money.

Recital that the last mentioned Mortgage and Annuities were assigned accordingly.

And that by Virtue of an Act of Parliament the Annuities were subscribed into the *South-Sea* Stock, &c. which have been sold for a certain Sum; and that the Mortgage Money of the Brother has been lately paid in, but neither this nor the Produce of the Annuities have been invested; and that the Interest of the first mentioned Mortgage has been paid, but no Part of the Principal.

and

and under the Will of the ſaid *Thomas Aſtry*, dated on or about the eighth Day of *July* 1727. and in Purſuance of a Decree of the High Court of Chancery thereupon made on or about the firſt Day of *Auguſt* 1729. in a Cauſe then and there depending between *Kenelm Keſtle*, Eſq; and *Lucy* his Wife and others, Plaintiffs, and *Mark Moyle*, Eſq; *Noah North* and the ſaid *Abel Aſtry* (the Executors of the ſaid *Thomas Aſtry*) and others, Defendants, did lately buy and purchaſe all that the Manor or Lordſhip of *Olden* with the Appurtenances in the County of *Pembroke*, and the Manor of *Sim*, with the Appurtenances, in the ſaid County of *Pembroke*, and divers Meſſuages, Lands, Woods, Wood-Grounds, Rents and Hereditaments in *Olden* and elſewhere in the County of *Pembroke* (late the Eſtate of the ſaid *Thomas Aſtry*) for the Sum or Price of 31000 *l.* of lawful Money of *Great Britain*; in Conſideration whereof the ſame Manors, Lands, Hereditaments and Premiſſes, by Indentures of Leaſe and Releaſe and Bargain and Sale duly inrolled in Chancery, dated reſpectively on or about the third and fourth Days of *January* 1730. the Releaſe and Bargain and Sale inrolled being made or mentioned to be made between the ſaid Executors of the ſaid *Thomas Aſtry* of the firſt Part; the ſaid *Kenelm Keſtle*, and *Tabitha Aſtry* and *Urſula Aſtry*, of the ſecond Part; and the ſaid *Duncan Dent* of the third Part, are and were conveyed, or mentioned to be conveyed unto the ſaid *Duncan Dent* and his Heirs, to the Uſe of or in Truſt for the ſaid *Abel Aſtry*, his Heirs and Aſſigns. And whereas the ſaid *Abel Aſtry* hath ſince ſold off the ſaid Manor of *Sim*, with the Appurtenances, and ſome Rents and Hereditaments (Parcel of the Premiſſes by him purchaſed in the Name of the ſaid *Duncan Dent* his Truſtee as aforeſaid): And whereas in an Act of Parliament made and paſſed in the third Year of his now Majeſty's Reign, (intitled, An Act for veſting the Manor of *Cleyden* and other Lands in the County of *Glamorgan* in Truſt for *Abel Aſtry* and his Heirs, and for ſettling other Lands of equal Value in the County of *Pembroke* to the ſame Uſes in Lieu thereof,) all that Farmhold in *Olden* aforeſaid in the ſaid County of *Pembroke*, then or then late in the Poſſeſſion or Occupation of *Winefred Wayne*, Widow, her Under-Tenants or Aſſigns, at and under the yearly Rent of 20 *l.* containing about twenty-four Acres more or leſs, and divers other Meſſuages, Lands and Hereditaments in the ſaid Act particularly mentioned and deſcribed, (being together of the yearly Value of 580 *l.* and being other Parcel of the Premiſſes purchaſed by the ſaid *Abel Aſtry* in the Name of the ſaid *Duncan Dent*, his Truſtee as aforeſaid) are and were by the ſaid Act, and alſo by Indentures of Leaſe and Releaſe, dated reſpectively on or about the tenth and eleventh Days of *June* 1731. (the Releaſe being quadrupartite, and made or mentioned to be made between the ſame *Kenelm Keſtle*, *Xerxes Yand*, *Andrew Alkin* and *Bryan Alkin*, Eſqs; of the firſt Part; the ſaid *Valentine Veal* and *Walter Wall* of the ſecond Part; the ſaid *Abel Aſtry* and *Clara* his Wife of the third Part, and the ſaid *Duncan Dent* of the fourth Part) or by both or one of them, veſted, ſettled and limited, or mentioned or intended to be veſted, ſettled and limited in and upon the ſaid *Valentine Veal* and *Walter Wall* and their Heirs, to, for and upon the ſame Uſes, Truſts, Intents and Purpoſes, and ſubject to the ſame Powers, Proviſoes and Agreements, as in and by the ſaid Indentures of Settlement of the thirteenth of *Auguſt* 1718. and Indorſement thereon, were limited, expreſſed and declared, or directed reſpectively, of and concerning the ſaid Manor of *Cleden*, and other the Lands and Hereditaments in *Cleden*, *Downhill* and *Ewan* aforeſaid, in ſuch Manner as in the ſame Act of Parliament is mentioned or referred to, in Lieu, Stead, Recompence, and full Satisfaction of and for the ſaid Manor of *Cleyden*, and Lands and Hereditaments in the ſaid County of *Glamorgan*, which in and by the ſame Act were veſted and ſettled, or enacted or intended to be veſted and ſettled in and upon the Truſtees therein for that Purpoſe named, and their Heirs; in Truſt for and for the only Benefit of the ſaid *Abel Aſtry*, his Heirs and Aſſigns, in Manner in the ſame Act mentioned. And whereas the ſaid *Abel Aſtry* and *Duncan Dent*, his Truſtees, or one of them, is or are ſeiſed of a good Eſtate of Inheritance in Fee-ſimple, in Poſſeſſion, of and in the Manor, Capital Meſſuage, Park, Lands, Coppices, Woods, Wood-Grounds and Hereditaments herein after mentioned to be hereby granted and releaſed (being Part and Parcel of the ſaid Manors, Lands and Hereditaments purchaſed by the ſaid *Abel Aſtry* in the Name of the ſaid *Duncan Dent* as aforeſaid, but not Part or Parcel of the Premiſſes ſold off by him the ſaid *Abel Aſtry*, or veſted and ſettled, or

Recital that the Huſband, under a Will, and in Purſuance of a Decree in Chancery, has purchaſed certain Manors, &c.

which by Leaſe, Releaſe, &c. have been conveyed

to his Truſtee.

Recital that he has ſold Part of the ſame.

A private Act recited,

and Indentures of Leaſe and Releaſe,

by which other Parcels of the purchaſed Land were veſted in Truſtees to the Uſes contained in the Settlement and Indorſement.

Recital that the Huſband or his Truſtee is ſeiſed in Fee of Manor, &c. now to be ſettled, being another Part of what he purchaſed.

Recital that the Huſband has propoſed that Truſtees in the Settlement ſhould purchaſe Part from him for Part of the Money in the Wife's Father's Hands, to be ſettled as by the Settlement,

or intended to be veſted and ſettled by the ſaid Act of Parliament as aforeſaid.) And whereas the ſaid *Abel Aſtry* hath offered and propoſed to the ſaid *Nahum Norris* and *Paul Peck*, that they ſhould, with and for the Sum of 4500*l.* (Part of the aforeſaid 6000*l.* Principal Money) which the ſaid *George Gale* is ready and willing for that Purpoſe to pay in, purchaſe of him the ſaid *Abel Aſtry* the Meſſuage, Farm, Lands, Coppices, Woods, Wood-Grounds and Hereditaments herein after limited (in Remainder after the Deceaſe of him the ſaid *Abel Aſtry*) to the Uſe of the ſaid *Clara Aſtry* for the Term of her natural Life in further Part of her Jointure, with their Appurtenances, to the Intent that the ſame Premiſſes (which are Part and Parcel of the Meſſuages, Lands and Hereditaments herein after granted and releaſed, and are now *bona fide* worth, to be ſold, the ſaid Sum of 4500*l.* and upwards) ſhould (till ſome other convenient Purchaſe can be found) be ſettled to the Uſes and according to the Directions in and by the ſaid firſt recited Indenture of Settlement expreſſed and directed of and concerning the Meſſuages, Lands or Hereditaments thereby agreed to be purchaſed with the ſaid Sum of 6000*l.* (ſave and except only as to the Proviſo or Power of Revocation, in order to a Sale or Diſpoſition of the Premiſſes ſo propoſed to be purchaſed with the ſaid 4500*l.* as aforeſaid, and which with reſpect to the ſame Premiſſes is by Agreement between all the ſaid Parties hereto for that Purpoſe herein after mentioned and contained) to which ſaid Offer and Propoſal the ſaid *Nahum Norris* and *Paul Peck*, with the Conſent and Approbation of the ſaid *Clara Aſtry* and *George Gale* (teſtified by their being Parties to and executing theſe Preſents) have conſented and agreed. And whereas the ſaid *Abel Aſtry* hath alſo offered and propoſed to the ſaid *James Gale* Party hereto, and *Nahum Norris*, that they ſhould with the aforeſaid Sum of 12500*l.* purchaſe of him the ſaid *Abel Aſtry* the ſaid Manor, Capital Meſſuage and Park, and all the Reſt and Reſidue of the ſaid Meſſuages, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be (other than, and except, and over and above the Premiſſes ſo propoſed and agreed to be purchaſed with and for the ſaid Sum of 4500*l.* as aforeſaid) to the Intent that the ſame ſhould be ſettled to the Uſes and according to the Directions in and by the ſaid firſt recited Indenture of Settlement and Indorſement thereon expreſſed and directed, or referred unto, of and concerning the Meſſuages, Lands or Hereditaments in and by the ſame Indenture agreed to be purchaſed with the aforeſaid 2500*l.* and with the Monies to ariſe by Sale of the ſaid Exchequer Annuities, or as near thereto as may be, and ſo far as the ſame Uſes are yet ſubſiſting and undetermined; to which ſaid laſt mentioned Offer and Propoſal the ſaid *James Gale* Party hereto, and *Nahum Norris*, with the like Conſent and Approbation of the ſaid *Clara Aſtry* and *George Gale* (teſtified as aforeſaid) have conſented and agreed, in as much as the ſaid Manor, Capital Meſſuage, Park, Lands and Hereditaments ſo propoſed and agreed to be purchaſed with and for the ſaid 12500*l.* aforeſaid, are now of the full yearly Value of 650*l.* and upwards, and worth to be ſold more than the Sum of 14000*l.* Now this Indenture witneſſeth, that in Purſuance of the ſaid recited Propoſals and Agreements, and alſo in Purſuance of and Compliance with the ſeveral Truſts in and by the ſaid firſt recited Indenture of Settlement and Indorſement thereon, or either of them, directed and agreed upon or referred unto, of and concerning the ſaid ſeveral and reſpective Sums of 6000*l.* and 2500*l.* Mortgage-Monies, and the Monies to ariſe by Sale of the ſaid Exchequer Annuities reſpectively as aforeſaid, and for and in Conſideration of the Sum of 4500*l.* of lawful Money of *Great Britain*, by the ſaid *George Gale*, with the Privity and Conſent of the ſaid *Clara Aſtry*, *Nahum Norris* and *Paul Peck* (teſtified by their being Parties to and their Sealing and Delivery of theſe Preſents) in Hand well and truly paid to the ſaid *Abel Aſtry* at or before the Execution of theſe Preſents (in Part of the ſaid Principal Sum of 6000*l.* ſo ſecured to be paid by the ſaid *George Gale* to the ſaid *Nahum Norris* and *Paul Peck* upon the Truſts aforeſaid) and in Lieu, Diſcharge and full Satisfaction of and for the ſaid Sum of 4500*l.* Part of the ſaid 6000*l.* and for and in Conſideration of the ſaid Sum of 12500*l.* of like Money (being all the Principal Monies produced by or ariſen from the ſaid Exchequer Annuities and the ſaid 2500*l.* Mortgage-Money) to the ſaid *Abel Aſtry* in Hand well and truly paid by the ſaid *James Gale* Party hereto, and *Nahum Norris*, or one of them, at or before the Execution of theſe Preſents, with the Privity and Conſent

to which they have agreed, with Conſent of the Wife and her Father.

Recital that the Huſband has propoſed to other Truſtees in the Settlement to purchaſe other Part from him with the Money ariſen by his Brother's Exchequer Annuities and Mortgage to be ſettled as by the Settlement, to which they have agreed with Conſent *ut ſupra*.

The Conſideration.

Conſent of the ſaid *Clara Aſtry* and *George Gale* (teſtified as aforeſaid) and in Lieu, Diſcharge and Satisfaction of and for the ſame 12500*l.* the Receipt and Payment of which ſaid ſeveral Sums of 4500*l.* and 12500*l.* accordingly he the ſaid *Abel Aſtry* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *George Gale*, *James Gale* Party hereto, *Nahum Norris* and *Paul Peck* reſpectively, and their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents. And in Conſideration of the Sum of 10*s.* of like Money to the ſaid *Duncan Dent* in Hand paid by the ſaid *James Gale* Party hereto, *Nahum Norris* and *Paul Peck*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, the ſaid *Abel Aſtry*, and by his Direction and Appointment (teſtified by his being a Party and executing theſe Preſents) the ſaid *Duncan Dent* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *James Gale* Party hereto, *Nahum Norris* and *Paul Peck*, their Heirs and Aſſigns, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Olden*, with all and ſingular the Rights, Royalties, Liberties, Privileges, Members and Appurtenances thereof in the County of *Pembroke*; and alſo all that Capital Meſſuage or Manſion-Houſe called *Olden Lodge*, ſituate and being within the Park of *Olden* aforeſaid in the ſaid County of *Pembroke*, or within the incloſed Ground there called the Park, with the Barns, Stables, Out-Houſes, Yards, Gardens, Orchards and Appurtenances thereto belonging and appertaining; and alſo all that the ſaid Park or incloſed Ground called *Olden* Park, containing by Eſtimation 450 Acres more or leſs, with the Rights, Royalties, Privileges and Appurtenances thereof, or thereto belonging or appertaining in the ſaid County of *Pembroke*, and all Timber-Trees, and other Trees, Wood and Under-Wood growing or to grow within the ſaid Park; and all that Paſſage, Ferry and Ferry-Barge of *Olden* aforeſaid, and all Ferries and Paſſages of Ferry-Boats whatſoever, and the Fares, Profits and Appurtenances thereto belonging or ariſing therefrom within the ſaid Manor of *Olden*; and all Lands, Tenements, Tithes, Rents as well of Free as Cuſtomary Tenants, Fines, Services, Profits, Privileges and Hereditaments whatſoever to the ſame Manor, Capital Meſſuage or Manſion-Houſe, Park and Ferry, every or any of them belonging or appertaining, or with them or any of them now or heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or any Part thereof (except ſuch Parts and Parcels of the ſame Lands, Tenements, Tithes, Rents and Hereditaments, as in and by the ſaid Act of Parliament and the ſaid Indenture quadrupartite of the eleventh of *June* 1731. or either of them, were veſted, ſettled and limited, or mentioned or intended to be veſted, ſettled and limited in and upon the ſaid *Valentine Veal* and *Walter Wall* and their Heirs, to the Uſes in the ſaid Act, and herein before referred unto as aforeſaid) and alſo all that Meſſuage and Farm, with the Buildings, Garden, Orchard, and about eleven Acres more or leſs of Arable Land, with the Hereditaments and Appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying and being at or near *Conhall* in the Pariſh of *Olden* in the ſaid County of *Pembroke*, and now in Leaſe to *David Dent*, at and under the yearly Rent of 7*l.* 16*s.* and alſo all thoſe ſeveral Coppices, Woods and Wood-Grounds, with their reſpective Appurtenances, next herein after mentioned and deſcribed, that is to ſay, all that Coppice or Parcel of Wood-Ground commonly called *Enfield* Coppice, containing by Eſtimation ſixty Acres more or leſs, and all that other Coppice or Wood-Ground commonly called *Fixley* Coppice, containing by Eſtimation one hundred and thirty-ſix Acres more or leſs, and the Ground and Soil of all that Coppice or Wood-Ground commonly called *Gand* Coppice (wherein the Tenants of the ſaid Manor have Right of Common) containing by Eſtimation ſixty Acres more or leſs; which ſaid Coppices, Woods and Wood-Grounds are lying and being at or near *Conhall* aforeſaid in the ſaid Pariſh of *Olden* in the ſaid County of *Pembroke*, and near or adjoining to the aforeſaid Farm; and the ſame Coppices together with the ſaid Farm, are bounded on the Eaſt by *Hayn* Common, the Weſt partly by Lands of *John Jell*, partly by Lands of *Kenelm Keate*, and partly by the Lands and Wood-Grounds of *Luke Lucy*, on the North by Lands of *Martin Moyle*, and on the South partly by Lands of *Olivia Owen*, Widow, and partly by Lands of the ſaid *John Jell*; and alſo all

and Grant and Releaſe, &c.

The Parcels.

A Ferry.

Exception of Parcels ſettled heretofore.

all Woods, Under-Woods, Timber and Trees ſtanding, growing or being, or to ſtand, grow or be in or upon the ſame Coppices, Woods, Wood-Grounds, Lands, Hereditaments and Premiſſes, or any of them, or any Part thereof; and alſo all Meſſuages, Buildings, Gardens, Orchards, Lands, Tenements, Woods, Wood-Grounds, Commons, Common of Paſture, Furzes, Waſtes, Heaths, Moors, Marſhes, Waters, Fiſhings, Wears, Ferriages, Ponds, Pools, Fiſhings, Ways, Paſſages, Courts, Courts-Leet, Courts-Baron, Views of Frankpledge, Perquiſites and Profits of Courts and Leets, and all that to Courts-Leet, Courts-Baron and View of Frankpledge doth belong or appertain, Deodands, Waifs, Eſtrays, Goods and Chattels of Felons, Felons of themſelves, Fugitives and outlawed Perſons, Eſcheats, Reliefs, Heriots, Fines, Amerciaments, Free Warrens, Rents, Reverſions, Services, Rents as well of Free as of Copyhold Tenements, and all other Rents, Rights, Royalties, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Manor, Capital Meſſuage, Park, Ferry, Meſſuages, Lands, Coppices, Woods, Wood-Grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof belonging or appertaining, or therewith or with any Part thereof, now or heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof, (except as herein before and herein after is mentioned to be excepted) and alſo all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever in the ſaid County of *Pembroke*, which in and by the ſaid Indentures of Leaſe and Releaſe of the tenth and eleventh Days of *June* 1731. were conveyed and limited, or mentioned or intended to be conveyed and limited to the Uſe and Behoof of the ſaid *Abel Aſtry* and *Duncan Dent*, and the Heirs and Aſſigns of the ſaid *Abel Aſtry* and *Duncan Dent*, in Truſt as to the Eſtate of the ſaid *Duncan Dent* for the ſaid *Abel Aſtry*, his Heirs and Aſſigns, with their and every of their Appurtenances; except out of theſe Preſents, and the Grant and Conveyance hereby made, or mentioned ſo to be, all that Coppice or Parcel of Wood-Ground commonly called *Otty's Coppice*, lying and being in the Pariſh of *Panto* in the ſaid County of *Pembroke*, on the Eaſt or North-Eaſt Side of the aforeſaid Park, and adjoining to the Pails of the ſame Park, and alſo all that Parcel of Land or Ground commonly called or known by the Name of *Queen's-Cloſe*, containing by Eſtimation about three Acres more or leſs, lying and being in *Olden* in the ſaid County of *Pembroke*, and late in the Occupation of *Ralph Rich*, and lately ſold by the ſaid *Abel Aſtry* to *Simon Strut*; All which ſaid Manor, Capital Meſſuage, Park, Meſſuages, Lands, Wood-Grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their Appurtenances (except before excepted) are now in the actual Poſſeſſion of the ſaid *James Gale*, Party hereto, *Nahum Norris* and *Paul Peck*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Abel Aſtry* and *Duncan Dent* for the Term of one whole Year, in Conſideration of five Shillings to them paid by the ſaid *James Gale Nahum Norris* and *Paul Peck*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part thereof, (except before excepted) and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Abel Aſtry* and *Duncan Dent*, and of each or other of them, of, in, to or out of the ſaid Manor, Meſſuages, Park, Lands, Wood-Grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof (except before excepted); To have and to hold the ſaid Manor, Capital Meſſuage, Park, Ferry, Meſſuages, Lands, Tenements, Wood-Grounds, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their and every of their Appurtenances, (except before excepted) unto the ſaid *James Gale* Party hereto, *Nahum Norris* and *Paul Peck*, their Heirs and Aſſigns for ever; to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Powers, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively, that is to ſay, to the Uſe of the ſaid *Abel Aſtry* and his Aſſigns for and during the Term of his natural

General Words.

Exception of Parcel ſold.

Bargain, &c. for a Year mentioned.

General Words.

Habendum,

upon Truſts, &c. after declared, to the Uſe of the Huſband for Life, *ſans* Waſte.

natural Life, without Impeachment of or for any Manner of Waſte, and from and after the Determination of that Eſtate, to the Uſe of the ſaid *Valentine Veal* and *Walter Wall*, and their Heirs, during the Life of the ſaid *Abel Aſtry*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions as occaſion ſhall require; but nevertheleſs, to permit and ſuffer the ſaid *Abel Aſtry* and his Aſſigns, during his Life to receive and take the Rents and Profits thereof to and for his and their own Uſe and Benefit, and from and after his Deceaſe, then, as to, for and concerning the ſaid Meſſuage, Farm, Lands, Hereditaments and Premiſſes herein before mentioned to be now in Leaſe to the ſaid *David Dent*, at and under the yearly Rent of 7 *l.* 16 *s.* and the ſaid ſeveral Coppices, Woods and Wood-Grounds commonly called *Enfield-Coppice*, *Fixley-Coppice* and *Gand-Coppice*, with their reſpective Rights, Members and Appurtenances, to the Uſe of the ſaid *Clara Aſtry* and her Aſſigns, for and during the Term of her natural Life, in further Part of her Jointure; and from and immediately after the Deceaſe of the Survivor of them, the ſaid *Abel Aſtry* and *Clara* his Wife, then as to the ſame Meſſuage, Farm, Lands, Coppices, Woods, Wood-Grounds, Hereditaments and Premiſſes, with their Appurtenances, and from and immediately after the Deceaſe of him the ſaid *Abel Aſtry*, then as to the ſaid Manor, Capital Meſſuage and Park, and all the reſt and Reſidue of the ſaid herein before granted and releaſed Meſſuages, Lands, Hereditaments and Premiſſes not herein before limited in Uſe to the ſaid *Clara Aſtry* for her Life as aforeſaid, with their reſpective Appurtenances, to the Uſe of the ſaid *Saul Slade* and *Paul Peck*, their Executors, Adminiſtrators and Aſſigns, for and during the Term of one thouſand Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte; nevertheleſs upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements herein after mentioned, expreſſed and declared, or referred unto of and concerning the ſame Term, and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of one thouſand Years, to the Uſe of *Arthur Aſtry* (the now only Son of the ſaid *Abel Aſtry* by the ſaid *Clara* his Wife) and of the Heirs Male of the Body of the ſaid *Arthur Aſtry* lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe of the ſecond, third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and of all and every other the Son and Sons of the Body of the ſaid *Abel Aſtry* on the Body of the ſaid *Clara* his Wife begotten, or to be begotten ſeverally, ſucceſſively and in Remainder one after another, as they ſhall be in Priority of Birth and Seniority of Age, and of the ſeveral and reſpective Heirs Male of the ſeveral and reſpective Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his body iſſuing, being always preferred and to take before the Younger of ſuch Sons, and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then, as to, for and concerning the ſaid Meſſuage, Farm, Lands, Woods, Wood-Grounds, Hereditaments and Premiſſes herein before limited in Uſe to the ſaid *Clara Aſtry* for her Life as aforeſaid, with their Appurtenances, to the Uſe of the ſaid *Abel Aſtry*, his Heirs and Aſſigns for ever; and then alſo as to, for and concerning the ſaid Manor, Capital Meſſuages and Park, and all the Reſt and Reſidue of the ſaid herein before granted and releaſed Meſſuages, Lands, Hereditaments and Premiſſes not herein before limited in Uſe to the ſaid *Clara Aſtry* for her Life as aforeſaid, with their Appurtenances, to the Uſe of the firſt Son of the Body of the ſaid *Abel Aſtry*, on the Body of any other Wife (whom he ſhall hereafter happen to marry after the Deceaſe of the ſaid *Clara Aſtry*) to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe of the ſecond, third, fourth, fifth, ſixth, and of all and every other the Son and Sons of the Body of the ſaid *Abel Aſtry*, on the Body of any ſuch other Wife to be begotten, ſeverally, ſucceſſively, and in Remainder, one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body iſſuing, being always preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his Body and their Body and Bodies iſſuing; and for Default of all ſuch Iſſue, then to the Uſe of the Right Heirs of the ſaid *Thomas Aſtry* for ever; and as to, for and concerning the ſaid Term

Remainder to other Truſtees to preſerve, &c.

Then as to Part,

to the Uſe of the Wife for Life, for further Jointure,

Remainder, as to the Whole, to other Truſtees,

for a long Term, *ſans* Waſte, upon Truſts, &c. after declared, Remainder to the Uſe of the firſt and other Sons of the Marriage in Tail Male ſucceſſively (the firſt being already born.)

Remainder (as to the Jointure Part) to the Huſband in Fee, and as to the Reſidue, to the Uſe of the firſt and other Sons of the Huſband by any other Wife in Tail Male ſucceſſively.

Remainder to the right Heirs of the Huſband.

The Truſt of the Term declared,

Term of one thouſand Years herein before limited to the ſaid *Saul Slade* and *Paul Peck*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them upon the Truſts, and to and for the Intents and Purpoſes following, that is to ſay, Upon Truſt, in caſe the ſaid *Abel Aſtry* ſhall happen to have Iſſue of his Body on the Body of the ſaid *Clara* his Wife, any younger Child or younger Children, (beſides an eldeſt or only Son, born at or after the Death of the ſaid *Abel Aſtry*, that then they the ſaid *Saul Slade* and *Paul Peck*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall and do at any Time or Times after the Death of the ſaid *Abel Aſtry*, or in his Life-time, if he ſhall think fit, and appoint the ſame by any Writing under his Hand and Seal, atteſted by three or

by Sale, &c.

more credible Witneſſes, by Demiſing, Mortgaging or Selling of the ſaid Term of one thouſand Years, or any Part thereof, and alſo of the ſeveral like Terms of one thouſand Years limited, or mentioned or directed to be limited in and by the ſaid firſt recited Indenture of Settlement, and the ſaid Act of Parliament, or either of them, and of the ſeveral Manors, Lands and Hereditaments in the ſame Terms reſpectively compriſed, or to be compriſed, or any of them, or any Part or Parts thereof, and in Aid only of the ſame Terms, and of the Premiſſes therein compriſed, or to be compriſed reſpectively, and by and with the Rents and Profits of the Premiſſes in the mean Time and until ſuch Demiſe, Mortgage or Sale, or by ſome or any of the ſaid Ways and Means, as they the ſaid *Saul Slade* and *Paul Peck*, or the Survivor of them, his Executors or Adminiſtrators ſhall think fit, raiſe and levy (ſubject as in the ſaid laſt mentioned Indenture is expreſſed) ſuch Sum or Sums of Money not exceeding in the whole the Sum of 8000*l.* in caſe of one ſuch younger Child and no more, for his or her Portion, and not exceeding in the whole the Sum of 10000*l.* in caſe of two or more ſuch younger Children, for their Portions, to be paid to him, her or them reſpectively, at ſuch Time or Times, and in ſuch Parts, Shares and Proportions, Manner and Form as the ſaid *Abel Aſtry*, by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, ſhall appoint; and in Default of ſuch Direction and Appointment, then upon Truſt that they the ſame Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns ſhall and do, by the Ways and Means aforeſaid, or any of them, raiſe and levy, (ſubject as aforeſaid) ſuch Sum or Sums of Money for the Portion or Portions of ſuch younger Child or younger Children as are next hereinafter mentioned, that is to ſay, If there ſhall be but one ſuch younger Child, the Sum of 8000*l.* for his or her Portion, and if there ſhall be two or more ſuch younger Children, the Sum of 10000*l.* for their Portions, to be equally divided between them, Share and Share alike; the ſaid Portion or Portions of the ſame Child

to raiſe not exceeding certain Sums in different Events, for Portions for younger Children, to be paid in Manner, &c. appointed by the Father, for Want of Appointment, Sums certain,

payable to Sons at twenty-one, and to Daughters at eighteen or Marriage, if after the Father's Deceaſe, elſe not till three Months after,

or Children to be paid (for Want of ſuch Direction and Appointment as aforeſaid) in Manner following, that is to ſay, To ſuch of them as ſhall be a Son or Sons at his or their reſpective Age or Ages of twenty-one Years, and to ſuch of them as ſhall be a Daughter or Daughters at her or their reſpective Age or Ages of eighteen Years, or Day or Days of Marriage, which ſhall firſt happen, in caſe ſuch Ages or Marriage happen after the Deceaſe of the ſaid *Abel Aſtry*; otherwiſe the ſaid Portion or Portions is or are to be paid (for Want of ſuch Direction and Appointment as aforeſaid) within three Kalendar Months next after the Death of the ſaid *Abel Aſtry*, with lawful Intereſt for the ſame, from the Time of his Death till the Time of Payment; and upon this further Truſt, that they the ſaid *Saul Slade* and *Paul Peck*, or the Survivor of them, his Executors, Adminiſtrators and Aſſigns ſhall and do in the mean Time, from and after the Death of the ſaid *Abel Aſtry*, and until the Portion or reſpective Portions of ſuch younger Child or younger Children ſhall become payable as aforeſaid, by and out of the Rents and Profits of the ſaid Manors, Land and Hereditaments compriſed, or to be compriſed in the ſaid ſeveral Terms of one thouſand Years and one thouſand Years, raiſe and pay (ſubject as aforeſaid) for the Maintenance and Education of the ſame Child or Children the yearly Sum and Sums of Money following, that is to ſay, If but one ſuch younger Child and no more, the yearly Sum of 150*l.* until his or her Portion ſhall become payable, and if two ſuch younger Children and no more, the yearly Sum of 100*l.* a-piece, until their reſpective Portions ſhall become payable, and if three or more ſuch younger Children, then ſuch yearly Sum to each of them as the Intereſt of their reſpective Portions

and to raiſe Maintenances after the Father's Death, till Portions payable.

tions (after the then current Rate of Intereſt of Money) ſhall amount unto, till their Portions ſhall reſpectively become payable; ſuch reſpective yearly Sums for Maintenance to be paid half-yearly to the ſame Child or Children, upon the two following Feaſts or Days of Payment in the Year, that is to ſay, The Feaſt-Days of the Birth of our Lord Chriſt and the Nativity of St. *John* the Baptiſt, by equal Portions, free and clear of all Parliamentary and other Taxes, Charges and Deductions whatſoever; the firſt Payment thereof to be made on ſuch of the ſame two Feaſts as ſhall next happen after the Death of the ſaid *Abel Aſtry*. Provided that if any of ſuch younger Child or younger Children ſhall happen to die, or that any ſuch younger Son ſhall become an eldeſt or only Son before his, her, or their Portion or Portions ſhall become payable reſpectively, then the Portion or Portions of him, her or them ſo dying, or becoming an eldeſt or only Son, ſhall go, accrue and be paid to the Survivors or Survivor, or others or other of them, Share and Share alike (if more than one) when his, her or their original Portion or Portions ſhall become payable reſpectively; yet ſo as no one ſuch younger Child, by Virtue of theſe Preſents, and of the ſaid firſt recited Indenture of Settlement, and the ſaid Act of Parliament, and any future Settlement or Settlements to be made of the Meſſuages, Lands or Hereditaments, to be purchaſed with the Sum of 1500 *l.* (Reſidue of the aforeſaid 6000 *l.*) all or any of them, ſhall have for his or her Portion more than the Sum of 8000 *l.* and the ſaid Term of one thouſand Years hereby limited, and alſo the ſaid ſeveral like Terms of one thouſand Years limited, or mentioned or directed to be limited in and by the ſaid laſt mentioned Indenture of Settlement and Act of Parliament, or either of them, are and were ſo limited, or to be limited, upon further Truſts, in caſe there ſhall be no Son of the ſaid *Abel Aſtry* on the Body of the ſaid *Clara Aſtry*, living at the Time of the Deceaſe of him the ſaid *Abel Aſtry*, or born afterwards, or being ſuch Son or Sons all of them ſhall die before any of them attain the Age of twenty-one Years, without leaving Iſſue Male of any of their Bodies; and in either of the ſame Caſes there ſhall happen to be one or more Daughter or Daughters of the ſaid *Abel Aſtry*, on the Body of the ſaid *Clara Aſtry*, born at or after the Time of his Death, which ſhall live to attain the Age of eighteen Years, or be married, that then they the ſaid *Saul Slade* and *Paul Peck*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns ſhall and do, at any Time or Times after the Death of the ſaid *Abel Aſtry*, or in his Life-time if he ſhall think fit, and ſhall appoint the ſame by any Writing or Writings under his Hand and Seal to be atteſted by three or more credible Witneſſes, by ſome Sale or Sales, or Mortgage or Mortgages of the ſaid ſeveral Terms of one thouſand Years limited, or directed to be limited as aforeſaid, and of the Manors, Lands and Hereditaments in the ſame Terms reſpectively compriſed or to be compriſed, every or any Part or Parts thereof, and by and with the Rents and Profits thereof in the mean Time, and until ſuch Sale or Sales, Mortgage or Mortgages, or by ſome or any of the ſaid Ways and Means, as they the ſame Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns ſhall think fit, raiſe and levy (ſubject as aforeſaid) ſuch Sum or Sums of Money for the Portion or Portions of ſuch Daughter or Daughters as are herein after mentioned, that is to ſay, If but one ſuch Daughter, then the Sum of 12000 *l.* of lawful Money of *Great Britain* for her Portion; and if two or more ſuch Daughters, then the Sum of 15000 *l.* of like Money for their Portions, to be equally divided among them, Share and Share alike; the ſame Portion or Portions to be paid unto ſuch Daughter or Daughters reſpectively, as and when ſhe or they reſpectively ſhall attain her or their reſpective Age or Ages of eighteen Years, or be married, which ſhall reſpectively firſt happen, in caſe the ſaid *Abel Aſtry* ſhall be then dead; but in caſe he ſhall be then living, and ſhall not have appointed the ſame Portion or Portions to be raiſed in his Life-time, then within ſix Calendar Months next after his Death, with Intereſt for the ſame in the mean Time from his Death, to be computed after the Rate of the then current Intereſt of Money: And if any ſuch Daughter or Daughters ſhall happen to die before her or their ſaid Portion or Portions ſhall become payable, then the Portion or Portions of her or them ſo dying, ſhall go to the Survivors or Survivor of them, equally to be divided between or amongſt them (if more than one) Share and Share alike, as and when her or their original Portion or Portions ſhall become payable. And the ſaid ſeveral Terms of one thouſand Years hereby, and by the ſaid laſt mentioned Indenture and Act of Parliament

free of Taxes.

Benefit of Survivorſhip among the younger Children,

with Reſtriction as to the *Quantum*.

Further Truſt of this Term,

and of the like Terms in the recited Settlement before Marriage; if no Son attain twenty-one, or leave Iſſue Male, to raiſe Portions for Daughters,

different Sums in different Events as to their Number, payable at eighteen, or Marriage, the Father being dead, elſe (he not appointing in his Life-time) within ſix Months after his Death; with Benefit of Survivorſhip among the Daughters.

Further Truſt of the Terms,

Parliament reſpectively limited, or mentioned or directed to be limited as aforeſaid, are and were upon further Truſt, that they the ſaid *Saul Slade* and *Paul Peck*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall and do by and out of the Rents and Profits of the ſaid Manors, Lands and Hereditaments compriſed or to be compriſed in the ſaid ſeveral Terms of one thouſand Years, raiſe and pay (ſubject as aforeſaid) for the Maintenance and Education of the ſame Daughter or Daughters, the yearly Sum or Sums of Money following, that is to ſay, if but one ſuch Daughter and no more, the yearly Sum of 150 *l.* of like Money as aforeſaid until her Age of twelve Years, and afterwards the yearly Sum of 300 *l.* of like Money until her Portion ſhall become payable; and if two ſuch Daughters and no more, the yearly Sum of 100 *l.* of like Money to each of them until their reſpective Ages of twelve Years, and afterwards the yearly Sum of 200 *l.* of like Money to each of them until their reſpective Portions ſhall become payable; and if three or more ſuch Daughters, the yearly Sum of 80 *l.* of like Money to each of them until their reſpective Ages of twelve Years, and afterwards the yearly Sum of 150 *l.* of like Money to each of them until their reſpective Portions ſhall become payable; ſuch reſpective yearly Sums for Maintenance to be paid to ſuch Daughter or Daughters half-yearly upon the two Feaſts or Days of Payment before mentioned, by equal Portions, free and clear of all Parliamentary and other Taxes, Charges and Deductions whatſoever; the firſt Payment thereof to be made at ſuch of the ſame Feaſts as ſhall next happen after the Deceaſe of the ſaid *Abel Aſtry*, and Failure of ſuch Iſſue Male of him by the ſaid *Clara Aſtry* as aforeſaid. Provided always, that if the ſaid *Abel Aſtry* ſhall in his Life-time advance and pay any Sum or Sums of Money for the Advancement or Preferment of any of his ſaid younger Son or younger Sons; or if any of his ſaid Daughter or Daughters ſhall happen to be married in his Life-time, and that he give any Marriage Portion or Portions with ſuch Daughter or Daughters ſo married, then ſuch Sum or Sums of Money, and ſuch Marriage Portion or Portions reſpectively ſhall (unleſs he the ſaid *Abel Aſtry* ſhall under his Hand and Seal declare the contrary) go and be accounted in full, (if equal with) and if not equal with, (then) as Part of the Portion or Portions herein before appointed to be raiſed and paid as aforeſaid; and in that Caſe the Reſidue (if any) of the Portion or Portions which would have been payable by the true Intent and Meaning of theſe Preſents, and of the ſaid laſt mentioned Indenture of Settlement and Act of Parliament, to ſuch younger Son or younger Sons ſo advanced, or to ſuch Daughter or Daughters ſo married, ſhall be only raiſed and paid to him, her or them reſpectively. Provided alſo, that if any of the ſaid Daughter or Daughters ſhall be entitled to any Portion or Portions as a younger Child or younger Children as aforeſaid, and there ſhall afterwards be a Failure of Iſſue Male of the ſaid *Abel Aſtry* on the Body of the ſaid *Clara Aſtry*, then ſuch Portion or Portions ſhall be in Part of the Portion or Portions hereby provided for her or them on Failure of ſuch Iſſue Male, it being the Intention of all the ſaid Parties hereto, that ſhe or they ſhall not be entitled to ſuch Portion or Portions as aforeſaid in double Capacities: Provided alſo, that no ſuch Sale or Sales, or Mortgage or Mortgages as aforeſaid, ſhall be made, until ſome one of the aforeſaid Portions ſhall become payable by Virtue of theſe Preſents, and of the ſaid laſt mentioned Indenture of Settlement and Act of Parliament: And alſo, that until ſome one of the aforeſaid Portions ſhall become payable, the Reſidue of the Rents and Profits of the ſaid ſeveral Manors, Lands and Hereditaments in the ſaid ſeveral Terms of one thouſand Years compriſed or to be compriſed (over and above what will ſatisfy and pay ſuch yearly Sum and Sums for Maintenance and Education as aforeſaid, and the Coſts and Charges in raiſing the ſame) ſhall be received and taken (ſubject as aforeſaid) by and to and for the Uſe and Benefit of ſuch Perſon or Perſons to whom the next and immediate Eſtates for the Time being, expectant on the Determination of the ſame ſeveral Terms, ſhall reſpectively belong: Provided alſo, that if any Perſon or Perſons to whom the next and immediate Eſtates for the Time being, expectant on the Determination of the the ſaid ſeveral Terms of one thouſand Years ſhall reſpectively belong, ſhall pay unto the ſaid younger Son or younger Sons, and the ſaid Daughter or Daughters, their ſaid reſpective Portion and Portions and Maintenance Monies provided for them reſpectively as aforeſaid; or if there ſhall be no ſuch younger Son or Sons, or

out of the Rents to raiſe Maintenances for the Daughters till certain Ages, and then greater Sums till Portions payable,

free of Taxes.

Firſt Payment after their Father's Death, and Failure of Iſſue Male.

Proviſo if the Father prefer any of his younger Children in his Life-time, the ſame to go towards Satisfaction of their Portions.

Daughters not to be doubly portioned, as younger Children and as Daughters.

No Sale, &c. till Portion payable.

The Perſons intitled may receive the Reſidue of Rents, &c.

If Remainder-Man pays off Portions; or if there be none payable,

or Daughter or Daughters who ſhall live to be intitled to ſuch Portion or Portions as aforeſaid, then and in either of the ſame Caſes reſpectively happening, (the ſaid Truſtee's Charges in Execution of the aforeſaid Truſts, and all Arrears of the aforeſaid Maintenance-Monies (if any be) being firſt ſatisfied and paid) the ſaid Term of one thouſand Years hereby limited, of and in the ſaid hereby granted and releaſed Premiſſes, or of and in ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, and of and in the Equity of Redemption of what ſhall be mortgaged, ſhall from thenceforth go along with and attend upon the Reverſion, Remainder and Inheritance of the ſame Premiſſes reſpectively, immediately expectant on the Determination of the ſame Term, according to the ſeveral Uſes and Eſtates thereof hereby reſpectively limited, or at the Election of the Perſon or Perſons for the Time being intitled to the ſame Reverſion, Remainder and Inheritance immediately expectant on the Determination of the ſaid Term, ſhall ceaſe and be void. Provided alſo, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Abel Aſtry*, from Time to Time during his Life, and from and after his Deceaſe, to and for the ſaid *Clara Aſtry* from Time to Time then after during her Life, by any Deed or Deeds indented, under their reſpective Hands and Seals to make any Leaſe or Leaſes of the Premiſſes to them reſpectively limited as aforeſaid, or any Part thereof, in Poſſeſſion, and not in Reverſion or Remainder, or by way of future Intereſt, unto any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years, ſo as no ſuch Leaſe by any expreſs Words therein to be contained be made diſpuniſhable of Waſte, and ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof reſpectively, the beſt and moſt approved yearly Rent that can be reaſonably had or obtained, without taking any Sum or Sums of Money or other Things by way of Fine or Income for the ſame, and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved, and ſo as the Leſſee or Leſſees to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts thereof reſpectively. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Abel Aſtry*, from Time to Time during his Life, and from and after his Deceaſe to and for the ſaid *Clara Aſtry* (in Caſe ſhe him ſurvive) from Time to Time during her Life, to cut and make Falls and Sales of all or any the Under-Woods growing or to grow in or upon the ſaid herein before granted and releaſed Coppices, Woods and Wood-Grounds, every or any of them, ſo as ſuch Cuttings, Falls and Sales be made according to the Uſage and Cuſtom of cutting and felling Coppices or Under-Woods in or near the ſaid Pariſh of *Olden*, and when the ſame Under-Woods are at leaſt of ten Years Growth and Standing, and ſo as ſuch Falls and Sales do not exceed the Quantity of thirty Acres in any one Year. And the ſaid *Duncan Dent* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *James Gale* Party hereto, *Nahum Norris* and *Paul Peck*, their Heirs, Executors and Adminiſtrators and every of them, that he the ſaid *Duncan Dent* hath not heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manor, Capital Meſſuage, Park, Lands, Hereditaments and Premiſſes herein before granted and releaſed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever (except as is herein after excepted). And the ſaid *Abel Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *James Gale* Party hereto, *Nahum Norris* and *Paul Peck*, their Heirs, Executors and Adminiſtrators, and every of them in Manner following, that is to ſay, That all and every the ſaid Manor, Capital Meſſuage, Park, Lands, Hereditaments and Premiſſes, hereby or mentioned to be hereby granted and releaſed, with their Appurtenances, ſhall or lawfully may at all Times hereafter remain, continue and be to, for and upon the ſeveral Uſes, Truſts and Purpoſes, and under and ſubject to the Proviſoes, Powers, Limitations and Agreements herein expreſſed and declared, of and concerning the ſame reſpectively, and ſhall and may be accordingly peaceably and quietly had, held

the Reſidue of this Term to attend the Inheritance, or to ceaſe at his Election,

Leaſing Power to Huſband and Wife reſpectively, with Reſtrictions, by Indenture, in Poſſeſſion, not above twenty-one Years, not *ſans* Waſte, at Rack-Rents, without Fine, with Clauſe of Re-entry for Non-payment.

Leſſees to execute Counterparts.

Power to Huſband and Wife reſpectively to make uſual Falls and Sales of Under-Woods, not exceeding a certain Number of Acres in a Year.

The Truſtee in the Purchaſe covenants that he has not done any Thing to incumber, except, &c.

The Huſband covenants for quiet Enjoyment.

held and enjoyed, without the lawful Let, Suit, Trouble, Eviction or Interruption of or by the ſaid *Abel Aſtry*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſame Manor, Capital Meſſuage, Park, Lands, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, or from, by or under the

(with Exception) free from Incumbrances.

ſaid *Thomas Aſtry*, (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Abel Aſtry* and *Thomas Aſtry*, or either of them, their or either of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in

The Exception.

Truſt for them, or either or any of them, (except certain Indentures of Leaſe and Releaſe, dated reſpectively on or about the twelfth and thirteenth Days of the

A Mortgage in Fee,

ſaid Month of *June* 1731. the Releaſe being tripartite between the ſaid *Abel Aſtry* and *Duncan Dent* of the firſt Part; the ſaid *Kenelm Kiſtle* of the ſecond Part; and *Xerxes Yond*, *Andrew Alkin* and *Bryan Alkin*, of the third Part; whereby the ſaid *Abel Aſtry* and *Duncan Dent* did convey the ſaid *Olden Park* with the Appurtenances, (except as is therein excepted) unto and to the Uſe of the ſaid *Xerxes Yond*, *Andrew Alkin* and *Bryan Alkin*, their Heirs and Aſſigns, by way of Mortgage in Fee, ſubject to ſuch Redemption as in the ſame Releaſe is contained, on

on which a Sum due, which the Huſband covenants to pay, and to procure the Premiſſes to be conveyed, &c.

which ſaid Mortgage only the Sum of 1500*l.* Principal Money, with a ſmall Arrear of Intereſt, is now due, and which ſaid 1500*l.* Principal Money, and all Intereſt due and to grow due for the ſame, he the ſaid *Abel Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators covenant, promiſe and agree to and with the ſaid *James Gale* Party hereto, *Nahum Norris* and *Paul Peck*, their Heirs, Executors and Adminiſtrators, ſome Time during his Life to pay off and diſcharge, and thereupon to procure the ſaid mortgaged Park and Premiſſes to be conveyed and aſſured to, for and upon the ſeveral Uſes, Truſts and Purpoſes

and to make further Aſſurances.

herein before limited, expreſſed and declared of and concerning the ſame. And moreover, that the ſaid *Abel Aſtry* and his Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity of, in, to or out of the ſaid hereby, or mentioned to be hereby granted and releaſed Manor, Capital Meſſuage, Park, Lands, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, ſhall and will at any Time or Times hereafter (at his or their own proper Coſts and Charges) upon every reaſonable Requeſt of the ſaid *James Gale* Party hereto, *Nahum Norris* and *Paul Peck*, or the Survivors or Survivor of them, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Settling, Conveying and Aſſuring of the ſame Manor, Capital Meſſuage, Park, Lands, Hereditaments and Premiſſes, with their Appurtenances, to the Uſes, upon the Truſts, and ſubject to the Proviſoes, Powers, Limitations and Agreements in theſe Preſents limited, expreſſed and declared of and concerning the ſame reſpectively, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid laſt named Truſtees, or the Survivors or Survivor of them, his Heirs, Executors or Adminiſtrators, or his, their, or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or

Proviſo.

their then reſpective Dwellings or Places of Abode. Provided laſtly, and it is hereby declared and agreed by and between the ſaid *Abel Aſtry* and *Clara* his Wife, *George Gale*, *James Gale* Party hereunto, *Nahum Norris* and *Paul Peck*, that at the

the Time of the ſaid recited Propoſal and Agreement for the Purchaſe and Settlement of the ſaid Meſſuage, Farm, Lands, Coppices, Woods, Wood-Grounds and Hereditaments herein before limited in Uſe to the ſaid *Clara Aſtry* for her Life, in further Part of her Jointure as aforeſaid, it was the true Intent and Meaning of all of them the ſaid Parties laſt named, and ſo yet it is, That it ſhall and may be lawful to and for the ſaid *Abel Aſtry* at any Time hereafter during his Life, with the Conſent and Approbation of them the ſaid *Clara Aſtry*, *George Gale*, *James Gale* Party hereunto, *Nahum Norris* and *Paul Peck*, or the Survivors or Survivor of them, teſtified in Writing under their or his or her Hands and Seals or Hand and Seal, abſolutely to ſell and diſpoſe of the ſaid Meſſuage, Farm, Lands, Coppices, Wood-Grounds, Hereditaments and Premiſſes ſo limited in Uſe to the ſaid *Clara Aſtry* for her Life as aforeſaid, with their Appurtenances, unto any Perſon or Perſons who ſhall be willing to purchaſe the ſame, and in order to ſuch Sale and Diſpoſition by any Deed or Deeds, Writing or Writings under the Hand and Seal of him the ſaid *Abel Aſtry*, atteſted by two or more credible Witneſſes, and with ſuch Conſent and Approbation as is laſt mentioned, to revoke and make void all and every or any of the Uſes, Truſts and Eſtates herein before limited, expreſſed and declared of and concerning the ſame Premiſſes, and by the ſame or any other Deed or Deeds, or Writing or Writings under his Hand and Seal atteſted as aforeſaid, to limit, declare, direct or appoint any ſuch other Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts of the ſame Premiſſes as ſhall be thought fit and neceſſary, in order to ſuch Sale or Diſpoſition as aforeſaid; ſo always nevertheleſs that the Monies ariſing by ſuch Sale or Diſpoſition, or at leaſt the Sum of 4500 *l.* of lawful Money of *Great Britain* be thereupon paid into the Hands of them the ſaid *James Gale* Party hereto, *Nahum Norris* and *Paul Peck*, or the Survivors or Survivor of them, his Executors or Adminiſtrators, in Truſt to be by them the ſame Truſtees, or the Survivors or Survivor of them, his Executors or Adminiſtrators, with the Conſent and Approbation of the ſaid *George Gale*, *Abel Aſtry* and *Clara Aſtry*, or the Survivors or Survivor of them, forthwith, or ſo ſoon as may be, laid out and inveſted in ſome convenient Purchaſe or Purchaſes of Meſſuages, Lands or Hereditaments of an Eſtate of Inheritance in Fee Simple in Poſſeſſion, in *England*, to be thereupon conveyed and ſettled to, for and upon ſuch and the like Uſes, Truſts and Purpoſes, and under and ſubject to ſuch and the like Proviſoes, Limitations and Agreements as are herein before limited, expreſſed and declared, or referred unto, of and concerning the ſaid Premiſſes ſo limited in Uſe to the ſaid *Clara Aſtry* for her Life as aforeſaid, or as near thereto as may be, and the Deaths of Perſons, and other Contingencies will admit of, and the Nature of the Caſe ſhall require (this preſent Proviſo or Power only excepted) any Thing herein, or in the ſaid firſt recited Settlement contained to the contrary notwithſtanding. In Witneſs, *&c.*

that the Huſband, with the Conſent of the Wife, her Father, and Truſtees, may ſell the additional Jointure-Lands,

and revoke the Uſes thereof,

and limit other Uſes in order to a Sale,

the Purchaſe-Money, or a certain Sum to be paid to Truſtees, to be inveſted in a Purchaſe in Fee,

to be ſettled to like Uſes, *&c.*

except the Power of Revocation.

A Settlement after Marriage, of Lands of the Huſband, which he hath lately purchaſed, and now grants and ſettles, in Conſideration of a Part of certain Monies ariſing by the Sale of South-Sea *Stock, which by a Settlement before Marriage was covenanted to be laid out in a Purchaſe of Lands, to be ſettled. An Annuity for a Jointure; Proviſion for Portions and Maintenances; a Leaſing Power with Reſtrictions; a Proviſo to make void the Uſes on ſettling Lands of equal Value.* N° 2.

THIS Indenture tripartite made the tenth Day of *July Anno Domini* 1727. and in the thirteenth Year of the Reign of our Sovereign Lord *George*, by the Grace of God, King, *&c.* between *Alfred Aſh* of *London*, Eſq; and *Bona* his Wife of the firſt Part; *David Aſh* of *Etten* in the County of *Flint*, Eſq; and *George Gill* of *Harne* in the County of *Kent*, of the ſecond Part; and *Lewis Lant* and *Matthew Moor* both of *London*, Eſqrs. of the third Part. Whereas in and by one Indenture tripartite, bearing Date on or about the thirtieth Day of *June* which was in the Year of our Lord 1718. and made or mentioned to be made between the ſaid *Alfred Aſh* of the firſt Part; Sir *George Gill* then of *Harne* aforeſaid, Knight, ſince deceaſed, and

The Parties.

The Settlement before Marriage recited,

and the ſaid *Bona*, now Wife of the ſaid *Alfred Aſh*, by her then Name of *Bona Gill*, Spinſter, Daughter of the ſaid Sir *George Gill*, of the ſecond Part; and the ſaid *David Aſh* and *George Gill*, by the Name of *George Gill*, Eſq; Son and Heir Apparent of the ſaid Sir *George Gill*, of the third Part; in Conſideration of the Marriage then intended (and ſince had and ſolemnized) between the ſaid *Alfred Aſh* and *Bona* his Wife, and for other the Conſiderations in the ſame Indenture mentioned, the ſaid *Alfred Aſh* did covenant, within the Space of three Days next after the Day of the Date of the ſaid recited Indenture, to aſſign and transfer unto the ſaid *David Aſh* and *George Gill* the Sum of 12000 *l.* Credit, the Capital Stock of the Governor and Company of Merchants of *Great Britain* trading to the *South Seas* and other Parts of *America*, upon Truſt, and as a Security for raiſing the Sum of 12000 *l.* to be laid out in one or more Purchaſe or Purchaſes of Manors, Lands or Tenements of Inheritance in Fee Simple, to be made with the Approbation of the ſaid *Alfred Aſh* and Sir *George Gill*, or the Survivor of them, if living, to be conveyed and ſettled to, for and upon the Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements therein mentioned, expreſſed and declared of and concerning the ſame; being the like Uſes, Truſts, Intents and Purpoſes, Proviſoes and Agreements as are herein after mentioned, expreſſed, and declared, provided and agreed upon of and concerning the Meſſuages, Cottages, Mills, Lands, Tenements, Tithes and Hereditaments herein after mentioned to be hereby granted and releaſed; In which ſaid recited Indenture was contained a Proviſo or Power for the ſaid *David Aſh* and *George Gill*, their Executors, Adminiſtrators and Aſſigns, with the Conſent of the ſaid *Alfred Aſh*, to ſell and diſpoſe of the ſaid *South-Sea* Stock, and to place out the ſaid Sum of 12000 *l.* to be raiſed thereby, at Intereſt in the Names of the ſaid *David Aſh* and *George Gill*, their Executors, Adminiſtrators and Aſſigns, upon ſome Government or real Securities, until ſuch Purchaſe ſhould be made as aforeſaid, by the ſaid recited Indenture, Relation being thereunto had, may more fully and at large appear. And whereas the ſaid *Alfred Aſh* did aſſign and transfer the ſaid Capital Stock to the ſaid *David Aſh* and *George Gill* accordingly; and the ſaid *David Aſh* and *George Gill* did afterwards ſell and diſpoſe of the ſaid 12000 *l.* *South-Sea* Stock, with the Conſent and Direction of the ſaid *Alfred Aſh*, and kept and retained in their Hands the Sum of 12000 *l.* of lawful Money of *Great Britain* (Part of the Monies ariſing by ſuch Sale) to be by them laid out and diſpoſed of for the Purpoſes aforeſaid, and did pay the Reſidue and Overplus of the Monies ariſing by ſuch Sale unto him the ſaid *Alfred Aſh*, according to the Directions and Agreements in the ſaid recited Indenture contained, which he doth hereby acknowledge. And whereas the ſaid *David Aſh* and *George Gill*, with the Conſent of the ſaid *Alfred Aſh*, have ſince from Time to Time placed out upon Securities at Intereſt the ſaid 12000 *l.* and have paid to, or permitted the Intereſt thereof from Time to Time to be received by the ſaid *Alfred Aſh*, for his own Uſe and Benefit, according to the Directions of the ſaid recited Indenture, which the ſaid *Alfred Aſh* doth hereby alſo acknowledge. And whereas no convenient Purchaſe or Purchaſes have yet been found, wherein to lay out and inveſt the ſaid 12000 *l.* or any Part thereof, in Purſuance of the ſaid recited Indenture. And whereas the ſaid *Alfred Aſh* hath lately in his own Name, and with the Sum of 5232 *l.* of his own proper Monies, bought and purchaſed the Inheritance in Fee-Simple in Poſſeſſion, to him and his Heirs, of and in the Meſſuages, Cottages, Mills, Lands, Tenements, Tithes and Hereditaments herein after mentioned to be hereby granted and releaſed; and at that Value he the ſaid *Alfred Aſh* hath offered and propoſed to convey and ſettle the ſame Premiſſes, in Lieu and Satisfaction of and for the like Sum of 5232 *l.* (Part of the ſaid 12000 *l.*) and of all Lands or Tenements of Inheritance in Fee Simple, which can or may be purchaſed with the ſame, to which ſaid Offer and Propoſal they the ſaid *David Aſh* and *George Gill* do hereby conſent and agree. Now this Indenture witneſſeth, That in Compliance with the ſaid Offer and Propoſal, and in Purſuance and Part Performance of the Truſts and Agreements in the ſaid recited Indenture, and for and in Conſideration of the Sum of 5232 *l.* of lawful Money of *Great Britain*, (Part of the ſaid Sum of 12000 *l.* to the ſaid *Alfred Aſh*, to his own proper Uſe in Hand paid by the ſaid *David Aſh* and *George Gill* at or before the enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof accordingly he the ſaid *Alfred Aſh* doth hereby acknowledge, and thereof, and of every Part thereof, doth

by which the Huſband covenanted to transfer South-Sea Stock to raiſe Money, to be inveſted in a Purchaſe of Lands to be ſettled as therein,

and herein mentioned,

with Power to the Truſtees to ſell the Stock, and place out the Money, &c.

and that the Huſband did transfer accordingly, and that the Truſtees (by Direction, &c) ſold the Stock, and paid the Surplus Money to the Huſband,

and placed out the Sum ſtipulated at Intereſt,

and that a Purchaſe has not been found,

and that the Huſband has lately purchaſed the Lands, &c. herein after granted; and hath propoſed to ſettle and convey the ſame for the ſame Price which is agreed to.

The Conſideration of this Deed, the Money,

doth acquit, releaſe and diſcharge the ſaid *David Aſh* and *George Gill*, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and for ſettling and aſſuring the Meſſuages, Cottages, Mills, Lands, Tenements, Tithes and Hereditaments herein after mentioned to be hereby granted and releaſed to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, he the ſaid *Alfred Aſh* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *David Aſh* and *George Gill*, their Heirs and Aſſigns, All thoſe Water-mills and Fulling-mill commonly called or known by the Name of *Nort's Mills*, with all the Land and Meadow Grounds to the ſaid Mills or any of them belonging, or therewith uſed or enjoyed, with their and every of their Appurtenances, ſituate, lying and being in the Town and Pariſh of *Orwend* in the County of *Pembroke*, and alſo all thoſe four Cloſes of Land, Paſture and Meadow-Ground in *Orwend* aforeſaid, commonly called or known by the Name or Names of *Quenn's Cloſes* and *Rice Meadow*, or by whatſoever Name or Names the ſame are called or known, containing by Eſtimation all together thirty Acres be they more or leſs; [*Here follow many more Parcels*] And alſo all and all Manner of Tithes of Corn, Grain, Graſs, Hay and Wool, and all other Tithes whatſoever of him the ſaid *Alfred Aſh* yearly coming, growing, ariſing, renewing, accrueing, increaſing, happening, or to be had, received or taken from, by or out of all and every or any the ſaid Meſſuages, Cottages, Cloſes, Lands, Tenements, Hereditaments and Premiſſes hereby, or intended to be hereby conveyed, or any of them, or any Part or Parcel thereof, all which ſaid Meſſuages, Mills, Cottages, Cloſes, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby conveyed, now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of *Simon Slade*, *Thomas Treby* and *Valentine Viner*, or ſome of them, their or ſome of the Aſſigns, Leſſees or Under-Tenants, or of ſome other Perſon or Perſons as Tenant or Tenants to him the ſaid *Alfred Aſh*, and were late the Eſtate of *Walter Wayne*, Eſq; and by him and one *Xantippe Xoll*, Spinſter, or one of them, ſold, and conveyed unto and to the Uſe of the ſaid *Alfred Aſh*, his Heirs and Aſſigns, in and by certain Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled in Chancery, bearing Date reſpectively on or about the eighth and ninth Days of *June* 1720. the Releaſe being tripartite, and made or mentioned to be made between the ſaid *Xantippe Xoll* of the firſt Part, the ſaid *Walter Wayne* of the ſecond Part, and the ſaid *Alfred Aſh* of the third Part; and alſo all and ſingular other the Meſſuages, Cottages, Mills, Lands, Tenements, Tithes and Hereditaments whatſoever, with their and every of their Appurtenances, of him the ſaid *Alfred Aſh*, or whereof, or wherein he or any other Perſon or Perſons in Truſt for him is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying and being within the Borough and Pariſh of *Orwend*, or either of them, in the ſaid County of *Pembroke*, which in and by the ſame Indentures were granted and conveyed, or mentioned to be granted and conveyed unto and to the Uſe of the ſaid *Alfred Aſh*, his Heirs and Aſſigns, with their and every of their Appurtenances (all which ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *David Aſh* and *George Gill*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Alfred Aſh* for the Term of one whole Year, in Conſideration of 5*s.* to him paid by the ſaid *David Aſh* and *George Gill*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Alfred Aſh* of, in, to or out of the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto

and for ſettling, &c.

The Grant, Releaſe, &c. of Mills, &c.

Tithes.

General Words.

Bargain for a Year mentioned.

General Words.

Habendum

to Truſtees upon Truſts, &c.

herein after declared, *viz.* to the Uſe of the Huſband for Life, *ſans* Waſte,

then to other Truſtees to ſupport contingent Uſes, &c.

the ſaid *David Aſh* and *George Gill*, their Heirs and Aſſigns for ever, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, that is to ſay, To the Uſe and Behoof of the ſaid *Alfred Aſh* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte, and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Lewis Lant* and *Matthew Moor*, and their Heirs, during the Life of the ſaid *Alfred Aſh*, upon Truſt, to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Alfred Aſh* and his Aſſigns to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and immediately after his Deceaſe, then to the Uſe, Intent and Purpoſe that the ſaid *Bona* his now Wife and her Aſſigns (in caſe ſhe ſhall happen to ſurvive him) ſhall and may yearly, and every Year during the Term of her natural Life, have, receive and take by and out of the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed (together with and by and out of ſuch other Meſſuages, Lands, Tenements or Hereditaments as ſhall be purchaſed with, or ſettled in Lieu of the Sum of 6768 *l.* Reſidue of the ſaid Sum of 12000 *l.* and alſo by and out of the Intereſt, Dividends and Profits of the ſame 6768 *l.* in the mean Time, and until ſuch Purchaſe or Purchaſes ſhall be made therewith as aforeſaid) one Annuity, yearly Rent or Sum of 400 *l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges, Deductions and Impoſitions whatſoever, Parliamentary or otherwiſe, the ſame Annuity to be in full for her Jointure, and in Lieu, Bar and Satisfaction of and for her Dower and Thirds at Common Law, which ſhe can or may have or claim of, in, to or out of all or any of the Manors, Meſſuages, Lands, Tenements or Hereditaments, whereof the ſaid *Alfred Aſh* her Huſband now is, or hath been, or at any Time hereafter during the Coverture between them, ſhall be ſeiſed of any Eſtate of Freehold or Inheritance, and to be paid and payable to her the ſaid *Bona* and her Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, at the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, The Feaſts of the Annunciation of the bleſſed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Portions; the firſt Payment thereof to begin and to be made on ſuch of the ſame Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the ſaid *Alfred Aſh*; and to this further Uſe, Intent and Purpoſe, that if it ſhall happen that the ſaid Annuity, yearly Rent or Sum of 400 *l.* or any Part thereof, ſhall be behind or unpaid by the Space of twenty-eight Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Bona* and her Aſſigns, unto and upon all and ſingular the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, or into and upon any Part or Parts thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to ſell or diſpoſe thereof according to due Courſe of Law, until ſhe or they ſhall be duly ſatisfied and paid the ſaid Annuity, yearly Rent or Sum of 400 *l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof, at the Days and Times in that Behalf aforementioned. And as to the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby or intended to be hereby granted and releaſed (ſo charged and chargeable with the ſaid Annuity, yearly Rent or Sum of 400 *l.* and ſuch Remedy for the ſame as aforeſaid) from and immediately after the Deceaſe of the ſaid *Alfred Aſh* to the Uſe of the ſaid *Lewis Lant* and *Matthew Moor* (being Perſons nominated for that Purpoſe by the ſaid *Bona)* their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term and unto the full End and Term of two hundred Years from thence next enſuing, and fully to be compleat and ended, if the ſaid *Bona* ſhall ſo long live; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents

then that the Wife (ſurviving) may (out of theſe, and other Lands to be purchaſed with the Reſidue of the Money, and alſo until a Purchaſe made) receive an Annuity, Tax Free,

for Jointure, in Bar of Dower,

payable half-yearly;

on Non-Payment within certain Days, that ſhe may diſtrain, &c.

and ſubject thereto, to Truſtees named by the Wife, for a long Term if ſhe ſo long live,

upon Truſt, &c. after declared.

Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame Term; and from and after the End, Expiration or other ſooner Determination of the ſaid Term of two hundred Years, then to the Uſe of the ſaid *David Aſh* and *George Gill*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term and unto the full End and Term of five hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, upon the Truſts, and to and for the Intents and Purpoſes, and ſubject to the Proviſoes and Conditions herein after mentioned concerning the ſame Term; and from and after the End, Expiration or other ſooner Determination of the ſaid Term of five hundred Years, and ſubject thereto, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Alfred Aſh* on the Body of the ſaid *Bona* his Wife begotten or to be begotten, and of the Heirs of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons of the Body of the ſaid *Alfred Aſh* on the Body of the ſaid *Bona* his Wife begotten or to be begotten, whether born in his Life-time or after his Deceaſe, ſeverally, ſucceſſively, and in Remainder one after another as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs of his Body iſſuing being always preferred and to take before the Younger of ſuch Son and Sons and the Heirs of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Alfred Aſh* and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And as to, for and concerning the aforeſaid Term of two hundred Years, determinable as aforeſaid, herein before limited to the ſaid *Lewis Lant* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them in Truſt, and for the further and better ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 400*l.* unto the ſaid *Bona* Wife of the ſaid *Alfred Aſh* for her Life in Lieu of her Dower, at the Days and Times and in Manner aforeſaid; and therefore if the ſame Annuity or yearly Rent, or any Part thereof, ſhall happen to be behind and unpaid to her the ſaid *Bona* or her Aſſigns by the Space of forty Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Lewis Lant* and *Matthew Moor*, their Executors, Adminiſtrators and Aſſigns, from Time to Time, by and out of the Rents, Iſſues and Profits of the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes ſo to them limited for two hundred Years as aforeſaid, or any Part thereof, to raiſe, levy and pay ſuch Sum and Sums of Money as from Time to Time ſhall be ſufficient to pay and ſatisfy unto her the ſaid *Bona* and her Aſſigns during her natural Life the ſaid Annuity, yearly Rent or Sum of 400*l.* or ſo much thereof as ſhall from Time to Time ſo happen to be behind and unpaid, together with ſuch Coſts, Charges and Expences as the ſaid *Bona*, or the ſaid *Lewis Lant* and *Matthew Moor* her Truſtees, their Executors, Adminiſtrators or Aſſigns, or any of them, ſhall ſuſtain, expend or be put unto, for or by Reaſon of the Nonpayment thereof at the Days and Times and in Manner firſt herein before in that Behalf mentioned. And upon this further Truſt, that they the ſaid laſt named Truſtees, their Executors and Adminiſtrators, ſhall and do permit and ſuffer ſuch Perſon or Perſons as ſhall for the Time being be intitled to the Reverſion or Remainder of the ſame Meſſuages, Lands, Hereditaments and Premiſſes expectant on the Determination of the ſaid Term of two hundred Years therein, to receive and take the Reſidue and Overplus of the Rents and Profits thereof (over and above what ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid Annuity, yearly Rent or Sum of 400*l.* and all Arrears thereof, and all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts) to and for his and their own Uſe and Benefit. And as to, for and concerning the ſaid Term of five hundred Years herein before limited to the ſaid *David Aſh* and *George Gill*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents,

Remainder to other Truſtees for another Term, *ſans* Waſte, upon Truſts, &c. after declared.

Remainder to the firſt and other Sons of the Marriage ſucceſſively in Tail Male;

Remainder to the Huſband in Fee.

The Truſt of the firſt Term,

for the better Payment of the Annuity to the Wife,

with Expences;

and upon further Truſt, to permit Perſons intitled to take the reſt of the Profits.

The Truſt of the ſecond Term declared.

Preſents, that the ſame is ſo limited to them upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Conditions and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, that is to ſay, Upon Truſt and Confidence, and to the Intent and Purpoſe, that if there ſhall happen to be any Child or Children of the Body of the ſaid *Alfred Aſh*, on the Body of the ſaid *Bona* his Wife begotten or to be begotten, then they the ſaid *David Aſh* and *George Gill*, their Executors, Adminiſtrators and Aſſigns, ſhall and do (ſubject to the ſaid Annuity or yearly Rent of 400 *l.* and ſuch Remedies for the ſame as aforeſaid, and without Prejudice thereto) by Demiſe, Sale or Mortgage of the ſaid Meſſuages, Cottages, Mills, Lands, Hereditaments and Premiſſes, mentioned or intended to be hereby conveyed, or any Part thereof (alone, or together with ſuch other Meſſuages, Lands or Hereditaments as ſhall be purchaſed with the ſaid Sum of 6768 *l.* Reſidue of the ſaid 12000 *l.*) for all or any Part of the ſaid Term of 500 Years (alone or together with the like Term of 500 Years, to be for that Purpoſe limited to Truſtees, of and in the Meſſuages, Lands or Hereditaments ſo to be purchaſed with the ſaid Sum of 6768 *l.* as aforeſaid, or any Part thereof,) and by the Rents and Profits of the Meſſuages, Lands, Tenements and Hereditaments compriſed or to be compriſed in ſuch Term or Terms, either or any of them, in the mean Time and until ſuch Demiſe, Sale or Mortgage, Demiſes, Sales or Mortgages as aforeſaid, or by ſuch other Ways or Means as they the ſaid *David Aſh* and *George Gill*, or the Survivor of them, his Executors or Adminiſtrators ſhall think meet, raiſe and levy ſuch Sum and Sums of Money (not exceeding the Sum of 12000 *l.* of lawful Money of *Great Britain* in the Whole) for, and pay and diſpoſe of the ſame to ſuch Child or Children of the ſaid *Alfred Aſh* by the ſaid *Bona* his Wife, whether elder or younger Son or Sons, Daughter or Daughters, for his, her or their Portion or Portions, intirely, or in ſuch Manner, Shares and Proportions, and at ſuch Time or Times as the ſaid *Alfred Aſh* by any Deed or Deeds, Writing or Writings to be ſigned and ſealed by him in the Preſence of two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing to be ſo ſigned and atteſted, ſhall direct, nominate or appoint; and for want of ſuch Direction, Nomination or Appointment, and in caſe there ſhall happen to be any Son or Sons, Daughter or Daughters of the ſaid *Alfred Aſh* on the Body of the ſaid *Bona* his Wife begotten or to be begotten, living, or *in ventre ſa mere* at the Time of the Deceaſe of the ſaid *Alfred Aſh*, and which after his Death ſhall be born alive (other than an elder or only Son) then upon Truſt, that they the ſaid *David Aſh* and *George Gill*, their Executors, Adminiſtrators and Aſſigns, do and ſhall (without Prejudice as aforeſaid) by all or any the Ways and Means laſt herein before mentioned, raiſe and levy the Sum of 4000 *l.* of like Money for the Portion or Portions of ſuch Daughter or Daughters, younger Son or Sons, to be paid entirely to ſuch Daughter or younger Son, if but one, and if no more than one, then to be divided equally amongſt them Share and Share alike, as Tenants in common, and not as Joint-tenants, and to be paid to ſuch Child or Children as they ſhall ſeverally attain their Age of twenty-one Years, or be married, which ſhall firſt happen, and alſo Intereſt for the ſame, from and after the Deceaſe of the ſaid *Alfred Aſh*, in the mean Time and until their Portions reſpectively ſhall become payable, after the Rate of 5 *l. per Cent per Annum* for their Maintenance and Education. Provided always, that no ſuch Demiſe, Sale or Mortgage as aforeſaid ſhall be made, until ſome one of the Portions of the ſame Children ſhall become payable as aforeſaid. Provided alſo, and upon this further Truſt that they the ſaid *David Aſh* and *George Gill*, their Executors, Adminiſtrators and Aſſigns, do and ſhall, until ſome one of the ſame Portions ſhall become payable, permit and ſuffer ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes mentioned or intended to be hereby conveyed, expectant on the Determination of the ſaid Term of five hundred Years hereby limited, ſhall for the Time being belong or appertain, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes, over and above ſo much thereof as from Time to Time ſhall be paid for the Maintenance and Education of ſuch Child or Children as aforeſaid. Provided always, that in caſe any of the ſaid Children ſhall happen to die before his, her or their Share or Shares of and in the ſaid Sum of 4000 *l.* ſhall become payable as aforeſaid, then the

to raiſe a Sum for Portions,

for Children of the Marriage, to be paid in Proportions, and to be appointed by their Father,

and for want of Appointment, if there be any younger Child, a certain Sum for ſuch,

Times of Payment.

Intereſt for Maintenance.

No Demiſe till Portion payable.

Proviſo that Perſons intled may take the Surplus Profits.

Benefit of Survivorſhip among the Children as to the Portions,

Share

Share or Shares of ſuch of them ſo dying ſhall go and be paid unto, and be equally divided amongſt the Survivors or Survivor of them, when the original Share or Shares of ſuch ſurviving Child or Children therein ſhall become payable as aforeſaid: Provided alſo, that in Caſe all the ſame Children ſhall happen to die before the ſaid Sum of 4000 *l.* ſhall become payable to him, her or them, for his, her or their Portion or Portions as aforeſaid, then and in ſuch Caſe the ſame 4000 *l.* or any Part thereof ſhall not be raiſed, but ſhall ceaſe for the Benefit of the Perſon or Perſons next in Reverſion or Remainder of the ſame Premiſſes, expectant as aforeſaid; and if any Part thereof ſhall have been then raiſed, the ſame ſhall be paid to the ſame Perſon or Perſons. Provided alſo that if any ſuch Daughter or Daughters as aforeſaid ſhall marry before ſhe or they ſhall attain her Age or Ages of twenty-one Years, without the Conſent of the ſaid *Alfred Aſh*, if then living, and if dead, then without the Conſent of the ſaid *Bona* his Wife, if then living, firſt obtained thereto, then neither the ſaid Sum of 4000 *l.* nor any Part thereof, ſhall be raiſed for ſuch Daughter or Daughters ſo marrying without ſuch Conſent, but the Share and Intereſt of every ſuch Daughter of and in the ſaid Sum of 4000 *l.* ſhall ceaſe and be merged for the Benefit of the Perſon or Perſons entitled to the Reverſion, or Remainder and Inheritance of the Premiſſes expectant on the Determination of the ſaid Term of five hundred Years hereby limited therein as aforeſaid: Provided alſo, and it is hereby further declared and agreed, by and between all the ſaid Parties to theſe Preſents, that in Caſe there ſhall be no Iſſue of the Body of the ſaid *Alfred Aſh* by the ſaid *Bona* his Wife, begotten or to be begotten, or being ſuch, all the Truſts of the ſaid hereby limited Term of five hundred Years declared for the Benefit of ſuch Iſſue ſhall be performed, then and in either of the ſaid Caſes, the ſame Term ſhall ceaſe, or ſhall attend and wait upon the immediate Reverſion, or Remainder and Inheritance of the Premiſſes therein compriſed, expectant on the Determination of the ſame Term as aforeſaid; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Alfred Aſh* at any Time or Times during his Life, by Indenture under his Hand and Seal, to demiſe or leaſe the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof reſpectively, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money or other Thing by way of Fine or Income for or in reſpect of ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein, and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved, and ſo as the Leſſee or Leſſees to whom ſuch Leaſe or Leaſes, ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in Caſe the ſaid *Alfred Aſh* ſhall at any Time hereafter during his Life, with the good Liking and Approbation of the ſaid *David Aſh* and *George Gill*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſettle, convey and aſſure other Manors, Meſſuages, Lands, Tenements or Hereditaments of an Eſtate of Inheritance in Fee-Simple in Poſſeſſion, in ſome convenient Place or Places within that Part of *Great Britain* called *England*, of equal or better Value than the aforeſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, and in Lieu and Recompence thereof, unto and for ſuch and the like Uſes, Intents and Purpoſes, and upon and under ſuch and the like Truſts, Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſaid hereby granted and releaſed Premiſſes, or as near thereto as may be, and the Deaths of Perſons will admit; or in Caſe the ſaid *Alfred Aſh* ſhall at any

if all die, &c. no Portion to be raiſed.

If Daughter marries under Age and without Conſent of Father, if living, or if dead, of Mother, her Portion to merge.

Proviſo if no Iſſue, or all the Truſts of the ſecond Term be performed,

then this Term to ceaſe or attend the Inheritance.

Leaſing Power to the Husband, with Reſtrictions, by Indenture;

not more than twenty-one Years in Poſſeſſion; improved Rent without Fine,

not *ſans* Waſte, to contain a Clauſe of Re-entry for Non-payment; Leſſees to execute Counterparts; Proviſo if the Huſband ſettle Fee-Simple Lands of equal or better Value than thoſe now granted, &c.

or Lands of the like or a greater Value than the Sum &c.

to the like Uſes, &c.

as the Lands, &c. to be purchaſed,

were to be &c. by the former Settlement, then the Uſes, &c. hereby limited, to be void, and the Premiſſes to be to his Uſe in Fee,

The Huſband covenants that he hath Power to convey,

and for quiet Enjoyment,

free from Incumbrances,

except certain Term for Years which have been aſſigned to Truſtees to attend the Inheritance,

Time during his Life, with ſuch good Liking and Approbation as laſt above mentioned, ſettle, convey and aſſure other Manors, Lands, Tenements or Hereditaments of Inheritance in Fee-ſimple in Poſſeſſion, in ſome convenient Place or Places within that Part of *Great Britain* called *England*, of the full Value of 12000*l.* of lawful Money of *Great Britain*, or more, unto and for ſuch and the like Uſes, Intents and Purpoſes, and upon and under ſuch and the like Truſts, Proviſoes and Agreements, as in and by the ſaid firſt recited Indenture are mentioned, declared or directed of and concerning the Manors, Lands or Tenements thereby directed to be purchaſed with the ſaid whole Sum of 12000*l.* thereby directed to be laid out in a Purchaſe or Purchaſes as aforeſaid, or as near thereto as may be, and the Deaths of Perſons will admit; then and in either of the ſaid Caſes, and at all Times from thenceforth, all and every the Uſe and Uſes, Truſt and Truſts, Eſtate and Eſtates herein before limited, expreſſed or declared of and concerning the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, ſhall ceaſe, determine and be utterly void to all Intents and Purpoſes; and then alſo and in ſuch Caſe, the ſaid hereby granted and releaſed Meſſuages, Cottages, Cloſes, Lands, Tenements, Tithes, Hereditaments and Premiſſes, ſhall from thenceforth remain and be to and for the only proper Uſe and Behoof of him the ſaid *Alfred Aſh*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever; any thing herein, or in the ſaid recited Articles contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Alfred Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *David Aſh* and *George Gill*, their Heirs, Executors and Adminiſtrators, in Manner following, that is to ſay, That (for and notwithſtanding any Act, Matter or Thing by him the ſaid *Alfred Aſh* done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid *Alfred Aſh* hath at the Time of the Enſealing and Delivery of theſe Preſents, in himſelf good Right, full Power, and lawful and abſolute Authority to grant and convey the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *David Aſh* and *George Gill*, their Heirs and Aſſigns, to and for the Uſes, Intents and Purpoſes and ſubject to the Proviſoes and Agreements aforementioned; and that the ſame Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, and Agreements herein before mentioned, expreſſed and declared, of and concerning the ſame; and ſhall and may be according peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Alfred Aſh*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſame Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Alfred Aſh*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, occaſioned or ſuffered, or to be had, made, done, occaſioned or ſuffered by the ſaid *Alfred Aſh*, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him or them, or by his or their Act, Means, Aſſent, Conſent, Privity or Procurement; other than and except the Reſidue of two ſeveral Terms of five hundred Years and one thouſand Years of and in the ſaid hereby granted Premiſſes, or ſome Part or Parts thereof, which ſaid Term of five hundred Years upon his the ſaid *Alfred Aſh*'s Purchaſe of the ſame Premiſſes, was aſſigned unto, and is now veſted in *Zacheus Zouch*, Eſq; his Executors, Adminiſtrators and Aſſigns; and the ſaid Term of one thouſand Years was then aſſigned unto *Amos Aſton*, Gent. ſince deceaſed, and *Bryan Ball*, Merchant, their Executors, Adminiſtrators and Aſſigns, in Truſt as to both the ſame Terms for the ſaid *Alfred Aſh*, his Heirs and Aſſigns, and to attend the Inheritance of the ſame Premiſſes,

which

which ſaid *Zacheus Zouch* and *Bryan Ball* reſpectively, and their reſpective Executors, Adminiſtrators and Aſſigns, ſhall from henceforth ſtand poſſeſſed of the ſame Terms reſpectively, in Truſt to attend the Inheritance of the Premiſſes therein reſpectively compriſed, according to the Uſes, Truſts and Eſtates herein before limited concerning the ſame; and ſhall be ſubſervient to the ſeveral Uſes, Truſts and Eſtates hereby limited; and alſo other than and except ſuch Rents, Duties, Services, Leaſes and other Charges as in the above mentioned Indenture tripartite of the ninth of *June* 1720. are and were mentioned to be excepted, and which are yet in Being; and alſo except ſuch Leaſes as have been ſince made by the ſaid *Alfred Aſh*, of the ſaid hereby granted and releaſed Premiſſes, or any Part or Parts thereof, whereupon the beſt and moſt improved yearly Rents are reſpectively reſerved and made payable: And moreover, that he the ſaid *Alfred Aſh*, and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them (except the ſeveral Perſons whoſe Eſtates and Intereſts are herein before excepted, for and in reſpect only of ſuch their ſaid excepted Eſtates and Intereſts) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *David Aſh* and *George Gill*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, but at the proper Coſts and Charges in the Law of the ſaid *Alfred Aſh*, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame, as by the ſaid *David Aſh* and *George Gill*, or the Survivor of them, his Executors or Adminiſtrators, or his, their, or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

who ſhall ſtand poſſeſſed for that Purpoſe,

and except Rents, *&c.*

and Leaſes,

at improved Rents.

The Huſband covenants to make further Aſſurances.

A Settlement after Marriage, of Lands by the Huſband, in Lieu of long Annuities, which by Marriage Articles he covenanted to ſettle to the Uſe of himſelf, Wife and younger Children; and which were ſubſcribed into the South-Sea *Stock, and are become inſufficient. The Marriage Articles contained a Power of Revocation, with Conſent of certain Parties. This Deed does the like, and contains ſeveral Powers as to making Leaſes,* &c. *as in the Margin.* N°. 3.

THIS Indenture tripartite, made the fourth Day of *July Anno Domini* 1730. and in the fourth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, &c. between *Aaron Adny* of the *Inner Temple*, *London*, Eſq; (only Son and Heir of *Aaron Adny* late of *London*, Eſq; deceaſed, by *Barbara Adny* late his Wife, and now his Widow and Relict) and *Clara Adny*, Wife of the ſaid *Aaron Adny* Party hereto, of the firſt Part, *David Day* of *Enford* in the County of *Flint*, Eſq; and *Guy Day* of the *Middle Temple*, *London*, Eſq;

The Parties.

Marriage Articles recited,

Eſq; of the ſecond Part, and the ſaid *Barbara Adny*, Widow, Mother of the ſaid *Aaron Adny* Party hereto, of the third Part. Whereas in and by a certain Inſtrument or Writing in the Nature of Articles, dated the twenty-eighth Day of *February* which was in the Year of our Lord 1713. (made previous and in order to the Marriage of the ſaid *Aaron Adny* Party hereto, with the ſaid *Clara* his now Wife) and ſigned by the ſaid *Barbara Adny*, *Hugh Day*, Eſq; and *Jane Day* his then Wife (late Mother of the ſaid *Clara Adny)* both ſince deceaſed, and by *Kenelm Adny* then of *London*, Merchant (ſince alſo deceaſed) and by the ſaid *Aaron Adny* Party hereto, and the ſaid *Clara* his now Wife (by her then Name of *Clara Lell)* in Conſideration of the ſaid Marriage, and for other the Conſiderations therein mentioned,

whereby the now Huſband covenanted that he would, by long Annuities, aſſure an Annuity to Truſtees for the Benefit of himſelf for Life, and then of his Wife for her Life, Tax-free, and then of the younger Children of the Marriage in Proportions as he ſhould appoint,

the ſaid *Aaron Adny* Party hereto did (among other Things) covenant with the ſaid *Hugh Day* and the ſaid *Jane Day* his then Wife reſpectively, that he the ſaid *Aaron Adny* Party hereto, his Executors or Adminiſtrators, ſhould and would aſſure 400 *l. per Ann.* by ſome Term or Terms for Years which were granted by Authority of Parliament for ninety-nine Years, or for ſome other long Term or Terms not exceeding ninety-nine Years, as alſo by the Covenant of the ſaid *Aaron Adny* to be entered into for ſecuring ſuch 400 *l. per Ann.* to certain Truſtees for the Benefit of the ſaid *Aaron Adny* Party hereto, during ſo many Years as he ſhould live, and for the Benefit of her the ſaid *Clara* marrying and ſurviving him the ſame *Aaron Adny*, for ſo many Years as ſhe ſhould outlive him, and always to be Tax-free; and from and after the Deceaſes of the ſaid *Aaron Adny* and *Clara* his now Wife, then the Reſt and Reſidue of the ſaid Term or Terms of ninety-nine Years ſhould go and be to and for the Benefit of all the Children of the ſaid then intended Marriage (not being the eldeſt Son for the Time being) in equal Proportions, or as the ſaid *Aaron Adny* Party hereto ſhould by Writing or Writing direct and appoint as to the Proportions and Manner by which the ſaid Children were to take, and ſhould take the ſaid 400 *l. per Ann.* for the Reſidue of ſuch Term or Terms of Years; and it was in and by the ſaid recited Inſtrument or Writing agreed (among other Things) that any of the Deſignments, Eſtates, Intereſts, Truſts, Powers, Clauſes, Declarations, Agreements and Purpoſes therein before written, might from Time to Time, and at any Time be altered or revoked by and with the joint Conſent of the ſaid *Barbara Adny*, *Hugh Day* and *Jane Day* (then his Wife) the ſaid *Kenelm Adny*, *Aaron Adny* Party hereto, and the ſaid *Clara* (when his Wife, or when ſurviving him) or the Survivors of them, by any Writing or Writings under their Hands and Seals, and that any other Eſtates, Intereſts, Uſes, Truſts, Powers, Clauſes, Declarations or Agreements touching the Premiſſes, or any Thing therein contained, might be made by them the ſaid *Barbara Adny*, *Hugh Day* and *Jane* (then his Wife) *Kenelm Adny*, *Aaron Adny* and *Clara* his Wife (then *Clara Lell)* or the Survivors or Survivor of them, touching the therein aforementioned Premiſſes, or any Part thereof; and that either with or without new Power of Revocation or Alteration, as ſhould ſeem convenient; as by the ſaid Inſtrument or Writing, Relation being thereunto had, may (among other Things therein contained) more fully appear. And whereas the ſaid *Aaron Adny* Party hereto, ſoon after his Marriage with the ſaid *Clara* his now Wife, did in Purſuance of his ſaid Covenant or Agreement, aſſign and transfer, or procure to be aſſigned or transferred unto Truſtees for that Purpoſe named and agreed upon, certain long Annuities of the yearly Amount or Value of 400 *l.* iſſuing and payable out of the Exchequer (by Virtue of ſome Act or Acts of Parliament) for the Reſidue of ſeveral Terms for ninety-nine Years, or ſome other long Term or Terms for Years, upon the Truſts nevertheleſs and for the Purpoſes in the ſaid Inſtrument or Writing in that Behalf mentioned and agreed upon; which ſaid 400 *l. per Annum* Annuities were afterwards in the Year of our Lord 1720. ſubſcribed, in Purſuance of an Act of Parliament in that Behalf, into the Stock of the South-Sea Company. And whereas the annual Intereſt and Dividends of the South-Sea Stock and South-Sea Annuities which have been ſince given and allowed by ſeveral Acts of Parliament, and the ſaid South-Sea Company, for and in Lieu of the ſaid 400 *l. per Annum* Annuities ſo ſubſcribed as aforeſaid, fall much ſhort of the annual Produce of the aforeſaid 400 *l. per Annum*; nor are the ſaid South-Sea Stock or South-Sea Annuities now worth ſo much Money, to be ſold, as the ſaid Annuities of 400 *l. per Annum* would have been worth, in Caſe they had not been ſubſcribed as aforeſaid;

and that any of the Eſtates, &c. might be revoked, with Conſent, &c.

and that other Eſtates, &c. might be made,

with or without Power of Revocation.

Recital that the Huſband hath ſince the Marriage aſſigned long Annuities of ſuch Value.

upon ſuch Truſts, which Annuities were ſubſcribed into the South-Sea Stock in 1720.

and that the Intereſt and Dividends fall ſhort in yearly and other Value;

ſo

ſo that by Means of the ſaid Subſcription, the Settlement and Proviſion, which by the ſaid recited Inſtrument or Writing was intended and agreed to be made for the ſaid *Clara Adny*, and the younger Children and Iſſue of the ſaid Marriage, by and out of the ſaid 400 *l. per Annum* Annuities, is much leſſened and diminiſhed. And whereas the ſaid *Barbara Adny* is ſeiſed for her Life (as Part of her Jointure) of and in the Meſſuages or Tenements, Lands and Hereditaments herein after mentioned to be hereby granted and conveyed, and the ſaid *Aaron Adny* Party hereto is ſeiſed or intitled to the immediate Reverſion, or Remainder and Inheritance of the ſame Premiſſes (expectant on the Deceaſe of the ſaid *Barbara Adny)* to him and the Heirs of his Body, with the laſt Remainder in Fee to him and his Heirs. And whereas the ſaid *Aaron Adny* Party hereto (in order to make ſome better Proviſion and Settlement upon and for the ſaid *Clara* his Wife, and ſuch younger Child or younger Children as they may hereafter happen to have between them, than the ſaid *South-Sea* Stock and *South-Sea* Annuities do amount unto) hath offered and propoſed unto them the ſaid *Barbara Adny* and *Clara* his Wife, to ſettle, convey and aſſure ſuch Part of the ſaid Meſſuages or Tenements, Lands and Hereditaments as are herein after mentioned to be of the yearly Value of 440 *l.* with their Appurtenances, (ſubject to the Eſtate for the Life of the ſaid *Barbara Adny* therein) unto and upon, or to the Uſe of the ſaid *Clara* his Wife, and the younger Children and Iſſue between them begotten or to be begotten, in Manner herein after mentioned, and which, together with his Covenant for Payment of 400 *l. per Annum* in Manner herein after mentioned, is to be in Lieu, Recompence and full Satisfaction of and for the aforeſaid *South-Sea* Stock and *South-Sea* Annuities; to which ſaid Offer and Propoſal they the ſaid *Barbara Adny* and *Clara Adny* have conſented and agreed, and do hereby conſent and agree; and accordingly, in Purſuance of the ſaid Propoſal and Agreement, they the ſaid *Aaron Adny* and *Clara* his Wife and *Barbara Adny* (who are the only Perſons now living who ſigned the ſaid recited Inſtrument or Writing) have by Writing under their Hands, bearing even Date herewith, (and indorſed on one Part of the ſaid recited Inſtrument or Writing) revoked all the Truſts therein mentioned and expreſſed of and concerning the ſaid 400 *l. per Annum* thereby agreed to be aſſured as aforeſaid, and by the ſame Writing have declared and directed that the ſaid *South-Sea* Stock and *South-Sea* Annuities ſo given and allowed in Lieu of the ſaid 400 *l. per Annum* as aforeſaid, and all the Dividends, Intereſt and Produce thereof ſhall from henceforth be, go and remain unto and for the ſole Uſe and Benefit of, and in Truſt for him the ſaid *Aaron Adny* Party hereto, his Executors, Adminiſtrators and Aſſigns. Now this Indenture witneſſeth, That in Conſideration of the Premiſſes, and in Purſuance of the ſaid Offer and Propoſal of him the ſaid *Aaron Adny* Party hereto, and for Settling, Conveying and Aſſuring the ſaid Meſſuages or Tenements, Lands and Hereditaments herein after mentioned to be hereby granted and conveyed, with their Appurtenances, to ſuch Uſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively, and for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to the ſaid *Aaron Adny* Party hereto in Hand paid by the ſaid *David Day* and *Guy Day*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Aaron Adny* Party hereto hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *David Day* and *Guy Day*, their Heirs and Aſſigns, all that Furnace or Iron-Work commonly called *Norcott's Furnace*, and all that Forge or Iron-Work called *Norcott's Forge*, ſituate and being in the Pariſh of *Norcott* in the County of *Oxon*, and all that the great Pond of Water near thereunto, with all Ways, Waters, Flood-Gates, Bays, Banks, Sluices, Water-lays, and all other Profits, Commodities and Advantages to the ſaid Furnace or Iron-Work, or either of them belonging or appertaining, or therewith uſed, occupied or enjoyed; and alſo all Iron-Houſes, Work-houſes, Workmens Houſes, Dwellings, Coal Places, and Places uſed to lay Mine and Cynder in; and alſo all thoſe ſix ſeveral Pieces or Parcels of Land, with the ſaid Furnace or Iron-Work uſually occupied or enjoyed, lying and being in *Norcott*, *Patton* and *Quaney*, or in all, ſome or one of them, in the ſaid County of *Oxon*, containing in all, together with the Soil of the ſaid Furnace-houſe, and Pond thereunto belonging, by Eſtimation forty-one Acres more or leſs,

ſo that the Settlement, and Proviſions for Children are diminiſhed, and that the Huſband's Mother is ſeiſed for Life (in Part of her Jointure) of Meſſuages, *&c.* after mentioned, with Remainder to him in Tail, Remainder to him in Fee, and that to make a better Proviſion for his Wife and Children, he has propoſed to aſſure Part of the Meſſuages to a certain yearly Value, to the Uſe of his Wife and younger Children; to which the Mother and Wife have agreed, and that the Huſband, Wife and Mother have by another Writing (of this Date) revoked the Truſts in the recited Articles as to the Annuity.

The Conſideration and Intent of this Deed;

the Grant and Releaſe;

the Parcels, an Iron-Work, *&c.*

and all late or ſome Time in the Tenure or Occupation of *Aaron Adny*, Eſq; deceaſed, late Grandfather of the ſaid *Aaron Adny* Party hereto, or his Aſſigns, and alſo all that Pond of Water called *Radons Pond*, lying and being alſo near the ſaid Furnace, and all that Soil and Ground alſo near unto the ſaid Furnace, in which one other Pond is now made, or was ſet out and deſigned to be made by the ſaid *Aaron Adny* the Grandfather, with all Ways, Waters, Water-Courſes, Flood-Gates, Bays, Banks, Sluices, Water-lays and other Commodities and Advantages to the ſaid laſt mentioned Pond or deſigned Pond, Soil or Ground appertaining, or to appertain, and uſed, or to be uſed therewith; and alſo all that Brick-Kiln and Cloſe of Land lying between the ſaid laſt mentioned Pond, or deſigned Pond, and the ſaid great Pond, containing about three Acres more or leſs; which ſaid *Radons Pond*, and Soil and Ground in which the ſaid other Pond is made, or was deſigned to be made, and other the ſaid laſt mentioned Premiſſes, are alſo lying and being in *Norcott*, *Patton* and *Quaney* aforeſaid, or ſome or one of them, and were late or ſome Time in the Occupation of the ſaid *Aaron Adny* the Grandfather and *Simeon Sing*, or one of them; and all that Coppice or Parcel of Wood-Ground, with the Appurtenances, commonly called or known by the Name of *Norcott Wood* in *Quaney* aforeſaid, and containing by Eſtimation one hundred and twenty-two Acres, more or

and Woods,

leſs; [*Here follow more Parcels*] And alſo all Woods, Under-woods and Trees ſtanding, growing or being, or to ſtand, grow or be in or upon the ſaid ſeveral

Exception of Parcels,

Coppices or Parcels or Wood-Ground, every or any of them, (except always out of the ſaid Preſents all Copyhold Lands lying intermixed with the ſaid laſt mentioned Parcel of Wood-Land) together with all Ways, Waters, Water-lays, Eaſe-

General Words.

ments, Privileges, Advantages, Hereditaments and Appurtenances whatſoever to the ſaid Furnace, Forge, Lands, Coppices, Hereditaments and Premiſſes herein before granted and releaſed, every or any of them belonging or appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, which ſaid herein before granted and releaſed Furnace, Forge, Lands, Coppices, Hereditaments and Premiſſes are or are reputed to be now of the yearly Value of 160 *l.* or thereabouts, and are now in Jointure to the ſaid *Barbara Adny* for the Term of her natural Life, by Virtue of or under certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the ſecond and third Days of *October* 1694. the Releaſe being made or mentioned to be made between the ſaid *Aaron Adny* the Grandfather of the firſt Part; the ſaid *Aaron Adny* the Father and the ſaid *Barbary Adny* (then his Wife) and *Thomas Adny*, third Son of the ſaid *Aaron Adny* the Grandfather, of the ſecond Part; *Vincent Adny*, Eſq; (then eldeſt Son and Heir apparent of the ſaid *Aaron Adny* the Grandfather) of the third Part; *William Wild* and *Xerxes Xoll*, Joiner, of the fourth Part; and *Zouch Yond* of the fifth Part; and alſo all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Aaron Adny* Party hereto, in the ſaid County of *Oxon*, now in Jointure to her the ſaid *Barbara*, by Virtue of the ſame Indentures, with their and every of their

A Meſſuage, &c.

Appurtenances; and alſo all that Meſſuage or Tenement commonly called or known by the Name of the Sign of the *Angel*, with the Appurtenances, ſituate, ſtanding and being in *Bruton-Yard*, on the South Side of the ſame Yard, in the Pariſh of St. *Dennis*, *London*, with all the Rooms, Chambers and Buildings to the ſame Meſſuage belonging and adjoining, or therewith uſed or enjoyed, [*Here follow more Parcels*] Which ſaid laſt mentioned Meſſuage or Tenement and Premiſſes were heretofore in the Tenure, Poſſeſſion or Occupation of the ſaid *Aaron Adny* the Grandfather, but now are or late were in the Tenure, Poſſeſſion or Occupation of *Charles Cock*, his Aſſigns, Leſſees or Under-Tenants, by Virtue of a Leaſe to him thereof made by the ſaid *Barbara Adny* for the Term of twenty-one Years from *Lady-Day* 1727. at and under the yearly Rent of 140 *l.* payable quarterly [*Here follow more Parcels in* London]; and alſo all Cellars, Solars, Shops,

General Words, relating to them.

Warehouſes, Chambers, Rooms, Ways, Paſſages, Waters, Water-Courſes, Lights, Eaſements, Hereditaments and Appurtenances whatſoever to the ſaid ſeveral Meſſuages or Tenements, Hereditaments and Premiſſes in the ſaid Pariſh of St. *Dennis*, *London*, every or any of them belonging or appertaining, or therewith reſpectively uſed or enjoyed; all which ſaid Meſſuages or Tenements, Hereditaments and Premiſſes in *London* are now in Jointure to the ſaid *Barbara Adny* for the Term of her natural Life, by Virtue of certain Indentures of Leaſe and Releaſe, bearing

Date

Date reſpectively the ſixth and ſeventh Days of *September* which was in the Year of our Lord 1691. the Releaſe being tripartite, and made or mentioned to be made between the ſaid *Aaron Adny* the Grandfather and *Eldred* his then Wife and *Fredrick Fry*, of the firſt Part; the ſaid *Aaron Adny* the Father, of the ſecond Part; and the ſaid *Zouch Yond* and the ſaid *Barbara Adny* his Daughter (then *Barbara Yond)* and the ſaid *William Wild*, *Xerxes Xoll* and *George Gregg*, Gent. of the third Part; and alſo all other the Meſſuages or Tenements, Buildings, Ground and Hereditaments whatſoever of him the ſaid *Aaron Adny* Party hereto, or whereof or wherein he or any Perſon or Perſons in Truſt for him, is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion or Remainder, ſituate, ſtanding, lying or being in the ſaid Pariſh of St. *Dennis*, *London*, and which now are in Jointure to the ſaid *Barbara Adny* (all which ſaid Meſſuages, Furnace, Forge, Lands, Tenements, Coppices, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *David Day* and *Guy Day*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Aaron Adny* Party hereto, for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *David Day* and *Guy Day*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Aaron Adny* Party hereto, of, in, to or out of the ſaid Meſſuages, Furnace, Forge, Lands, Tenements, Coppices, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof; to have and to hold the ſaid Meſſuages, Furnace, Forge, Lands, Tenements, Coppices, Hereditaments, and all and ſingular other the Premiſſes hereby or mentioned to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *David Day* and *Guy Day*, their Heirs and Aſſigns for ever, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively, that is to ſay, To the Uſe and Behoof of the ſaid *Barbara Adny* and her Aſſigns for and during the Term of her natural Life, without Impeachment of Waſte in Caſe of Fire, in Confirmation of her preſent Eſtate and Intereſt of and in the ſame Premiſſes; and from and after her Deceaſe, then as, to, for and concerning the ſaid Meſſuages or Tenements, Hereditaments and Premiſſes herein before mentioned to have been heretofore in the Tenure, Poſſeſſion or Occupation of the ſaid *John Rugg*, and now or late in the Tenure, Poſſeſſion or Occupation of the ſaid *James Ring*, his Aſſigns, Leſſees or Under-Tenants, to the Uſe and Behoof of the ſaid *Aaron Adny* Party hereto, and of his Heirs and Aſſigns for ever; and as, to, for and concerning the ſaid Meſſuages or Tenements, Furnace, Forge, Lands, Hereditaments and Premiſſes in the ſaid County of *Oxon*, and the ſaid ſeveral Meſſuages or Tenements, Hereditaments and Premiſſes in *London* herein before mentioned to be now or late in the ſeveral Tenures, Poſſeſſions or Occupations of the ſaid *Charles Cock* and his Aſſigns, Leſſees or Under-Tenants, being now altogether of the yearly Value of 440 *l.* with their reſpective Appurtenances, to the Uſe and Behoof of the ſaid *Aaron Adny* Party hereto, and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *David Day* and *Guy Day*, and their Heirs, during the natural Life of him the ſame *Aaron Adny*, in Truſt, to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Aaron Adny* Party hereto, and his Aſſigns, during the Term of his natural Life, to receive and take the Rents and Profits thereof, of and every Part thereof, to and for his and their own Uſe and Benefit; and from and after the ſeveral Deceaſes of them the ſaid *Barbara Adny* and *Aaron Adny* Party hereto, then, as to all the ſaid laſt mentioned Premiſſes, to the Uſe

General Words.

Bargain for a Year mentioned.

General Words.

Habendum

to Uſes, &c. after declared,

viz. to the Mother for Life *ſans* Waſte in Caſe of Fire, then as to Part

to the Uſe of the Huſband in Fee, and as to other Part

to the Uſe of the Huſband for Life, *ſans* Waſte, then to Truſtees to ſupport, &c.

Remainder as to the laſt mentioned Part (after the

Death of Huſband and Mother) to the Uſe of the Wife for Life *ſans* Waſte as to Fire only, as Increaſe of Jointure, with Liberty to fell Timber; Remainder to the Uſe of the Children (except an eldeſt Son) in ſuch Proportions, &c. as the Father ſhall appoint,

Uſe and Behoof of the ſa'd *Clara Adny* (Wife of the ſaid *Aaron Adny* Party hereto) and her Aſſigns for and during the Term of her natural Life, without Impeachment of Waſte, as to and in Caſe of Fire only, for and as an Augmentation and Increaſe of her Jointure, together with full Liberty and Power to cut, fell and carry away and convert to her and their own Uſe the Coppice-Wood and Cord-Wood growing or to grow upon the Premiſſes, or any Part thereof, in the uſual Manner; and from and after the ſeveral Deceaſes of them the ſaid *Barbara Adny*, *Aaron Adny* and *Clara* his Wife, and the Deceaſe of the Survivor of them, then to the Uſe and Behoof of all and every, or ſuch one or more of the Children of the ſaid *Aaron Adny* on the Body of the ſaid *Clara* his Wife begotten or to be begotten (other than and except their eldeſt or only Son for the Time being) and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form, as he the ſaid *Aaron Adny* Party hereto ſhall at any Time or Times during his Life, by any Deed or Deeds, or Writing or Writings under his Hand and Seal atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing to be by him ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, direct, limit or appoint; and in Default of ſuch Direction, Limitation and Appointment, or in Caſe any ſuch ſhall be, when and ſo ſoon as the Eſtate and Intereſts thereby limited ſhall reſpectively end and determine; and as to ſuch Part or Parts of the ſame Premiſſes whereof no ſuch Direction, Limitation or Appointment ſhall be made, to the Uſe and Behoof of all and every the Children of the ſaid *Aaron Adny* on the Body of the ſaid *Clara* his Wife begotten or to be begotten (other than and except their eldeſt or only Son for the Time being) to be equally divided between them (if more than one) Share and Share alike, to take as Tenants in Common, and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body of all and every ſuch Children (except as aforeſaid). And if one or more of ſuch Children ſhould happen to die without Iſſue of his or their Body or Bodies, then as to the Share or Shares of him, her or them ſo dying without Iſſue, to the Uſe and Behoof of the Survivors or others of them (except as aforeſaid) Share and Share alike, to take as Tenants in Common, and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Bodies of ſuch Survivors or others of them. And if all ſuch Children but one (except as aforeſaid) ſhall happen to die without Iſſue of their Bodies, or if there ſhall be but one ſuch Child, then to the Uſe and Behoof of ſuch ſurviving or only Child and of the Heirs of his or her Body. And in Caſe there ſhall be no ſuch Child or Children of the ſaid *Aaron Adny* on the Body of the ſaid *Clara* his Wife begotten, other than and beſides an eldeſt or only Son as aforeſaid, or being ſuch, all of them ſhall happen to die without Iſſue of their Bodies, then to the Uſe and Behoof of the right Heirs of the ſaid *Aaron Adny* Party hereto for ever. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Aaron Adny* Party hereto and *Clara* his Wife reſpectively, as and when they ſhall reſpectively come into and be in Poſſeſſion of the ſaid Meſſuages, Forge, Lands, Tenements, Coppices, Hereditaments and Premiſſes (herein before limited to the Uſe of the ſaid *Aaron Adny* Party hereto for his Life in Remainder after the Death of the ſaid *Barbara Adney* as aforeſaid) or any of them, or any Part thereof, by Virtue of the Limitations herein before contained, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſame Premiſſes, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years, in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or gotten for the ſame, without taking any Sum or Sums of Money or other Thing by way of Fine or Income for or in reſpect of ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein, and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved, and ſo as the Leſſee or Leſſees, to whom ſuch Leaſe and Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes. And for the Conſiderations aforeſaid, and for barring, cutting off, defeating and deſtroying all Eſtates-Tail, and all Reverſions and Remainders thereupon

in Default of ſuch Appointment, &c.

among them equally, in common,

with Croſs Remainders

and Benefit of Survivorſhip.

If no ſuch Child,

then to the right Heirs of the Huſband.

Leaſing Power to Huſband and Wife reſpectively when in Poſſeſſion,

by Indenture, not exceeding twenty-one Years, in Poſſeſſion, improved Rent, without Fine, not *ſans* Waſte, with a Clauſe of Re-entry for Non-payment.

Leſſees to execute Counterparts, for the above Conſiderations, and to bar Entails, &c.

expectant

expectant or depending, of and in the ſaid Meſſuages, Furnace, Forge, Lands, Tenements, Coppices, Hereditaments and Premiſſes herein before granted and releaſed, or any of them, or any Part thereof, and for the better and more effectual ſettling, limiting and aſſuring the ſame to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame Premiſſes reſpectively, the ſaid *Aaron Adny* Party hereto doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *David Day* and *Guy Day*, their Heirs, Executors and Adminiſtrators, that he the ſaid *Aaron Adny* Party hereto ſhall and will at his own proper Coſts and Charges, before the End of *Hilary* Term next enſuing the Date hereof, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* two ſeveral Fines *ſur conuzance de droit come ceo, &c.* whereupon Proclamations ſhall and may be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *David Day* and *Guy Day*, or the Survivor of them, and their Heirs or the Heirs of one of them, of all the ſaid Meſſuages, Furnace, Forge, Lands, Tenements, Coppices, Hereditaments and Premiſſes herein before mentioned to be hereby granted and releaſed with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres and other Deſcriptions to aſcertain the ſame as ſhall be thought meet; which ſaid Fine ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſame Meſſuages, Furnace, Forge, Lands, Tenements, Coppices, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure,, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents to be and enure, and the Conuzee or Conuzees in the ſaid Fine or Fines named or to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſame Meſſuages, Furnace, Forge, Lands, Hereditaments and Premiſſes, and of every of them, and of every Part thereof, to the Uſes, upon the Truſts, to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame Premiſſes reſpectively. And the ſaid *Aaron Adny* Party hereto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *David Day* and *Guy Day*, their Heirs, Executors and Adminiſtrators, in Manner following, that is to ſay, That the ſaid Meſſuages, Furnace, Forge, Lands, Hereditaments and Premiſſes, herein before limited to the Uſe of the ſame *Aaron Adny* for his Life in Remainder after the Deceaſe of the ſaid *Barbara Adny* as aforeſaid, ſhall or may at all Times hereafter, remain, continue and be to and for the Uſes and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Limitations and Agreements herein mentioned, expreſſed and declared, of and concerning the ſame; and ſhall and may be peaceably and quietly had, held and enjoyed accordingly, without the lawful Let or Interruption of or by the ſaid *Aaron Adny* Party hereto, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them or any of them, or from, by or under the ſaid *Aaron Adny* his late Father, and *Aaron Adny* his late Grandfather, or either of them, or any other of his Anceſtors; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Aaron Adny* Party hereto, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Aaron Adny* Party hereto, *Aaron Adny* his late Father and *Aaron Adny* his ſaid late Grand-

The Huſband covenants

to levy Fines

of the Premiſſes,

to enure

to the Uſes, &c. in this Deed.

He covenants for quiet Enjoyment

againſt any deriving under him,

his Father, Grandfather or other Anceſtor,

free from Incumbrances, &c.

with exception of Eſtates, &c. as before. The Huſband covenants for further Aſſurances

father, or any of them, or any other of his Anceſtors, (except ſuch Leaſes and Eſtates as are herein before mentioned.) And moreover, that he the ſaid *Aaron Adny* Party hereto, and his Heirs, and all others having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſame Meſſuages, Furnace, Forge, Lands, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, or from, by or under his ſaid late Father and Grandfather, or either of them, or any other of his Anceſtors (except as herein before excepted) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *David Day* and *Guy Day*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, but at the Coſts and Charges of the ſaid *Aaron Adny* Party hereto, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe to be made, done and executed, all ſuch further and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying, Settling and Aſſuring of the ſame Meſſuages, Furnace, Forge, Lands, Hereditaments and Premiſſes, with their Appurtenances, to and for ſuch Uſes and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein mentioned, expreſſed and declared of and concerning the ſame, as by the ſaid *David Day* and *Guy Day*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Aaron Adny* Party hereto, at any Time or Times hereafter during his Life, by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, and by and with the Conſent and Approbation of the ſaid *Clara* his Wife, *David Day* and *Guy Day*, or the Survivors or Survivor of them, teſtified in Writing under his, her or their Hand and Seal, or Hands and Seals, to revoke, alter, make void or change all and every, or any of the Uſe and Uſes, Eſtate and Eſtates, Limitations and Agreements herein before limited or declared of and concerning all and every the ſaid Meſſuages, Furnace, Forge, Lands, Hereditaments and Premiſſes, or any Part thereof (except the ſaid Eſtate for Life of the ſaid *Barbara Adny* of and in the Premiſſes) and by the ſame Writing or Writings, or any other Deed or Writing teſtified as aforeſaid, and with ſuch Conſent and Approbation as aforeſaid, to limit, declare or appoint any new or other Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts, of or concerning the Premiſſes whereof the Uſes ſhall be ſo revoked as aforeſaid, or any Part thereof, ſo as that at or before the Time of ſuch Revocation he the ſaid *Aaron Adny* Party hereto, do with ſuch Conſent and Approbation as aforeſaid, ſettle, convey and aſſure other Lands, Tenements or Hereditaments of an Eſtate of Inheritance in Fee-Simple in Poſſeſſion, in ſome convenient Place or Places within that Part of *Great Britain* called *England*, of equal or better Value than the Meſſuages, Lands, or Hereditaments, the Uſes whereof ſhall be ſo revoked as aforeſaid, and in Lieu and Recompence thereof, to, for and upon ſuch and the like Uſes, Truſts and Purpoſes, and ſubject to ſuch and the like Proviſo and Agreements (except as to the ſaid Eſtate for Life of the ſaid *Barbara Adny*, and except this Proviſo of Revocation) as the ſaid Meſſuages, Furnace, Forge, Lands, Hereditaments and Premiſſes (the Uſes whereof ſhall be ſo revoked as aforeſaid) are hereby limited, conveyed and ſettled, or as near thereto as may be; any Thing herein before contained to the contrary notwithſtanding. And whereas it may ſo happen, that the ſaid *Clara Adny* Wife of the ſaid *Aaron Adny* Party hereto, and the ſaid *Barbara Adny* his Mother, may both of them him ſurvive, in which Caſe ſhe the ſaid *Clara Adny* during the joint Lives of her and the ſaid *Barbara Adny* will be deprived of, and cannot have and receive the Benefit of the

at his own Coſts,

Proviſo that (with Conſent, &c.)

he may revoke, &c.

(with Exception)

and declare, &c. new Uſes, &c.

ſettling other Lands, &c. of equal Value, &c. to the Uſes, &c. in this Deed,

or as near as may be. Proviſo in Caſe the Mother and Wife ſurvive the Huſband.

Settlement and Proviſion hereby made or intended to be made upon and for her Life for Increaſe of her Jointure: Now therefore for the Conſiderations aforeſaid, the ſaid *Aaron Adny* doth hereby, for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *David Day* and *Guy Day*, their Executors and Adminiſtrators, that in Caſe both of them the ſaid *Clara Adny* and *Barbara Adny* ſhall happen to ſurvive and over-live him the ſaid *Aaron Adny* Party hereto, then the Heirs, Executors or Adminiſtrators of him the ſaid *Aaron Adny* ſhall and will yearly and every Year during the joint Lives of them the ſaid *Clara Adny* and *Barbara Adny*, and until ſhe the ſaid *Clara Adny* ſhall come into and be in the actual Poſſeſſion of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes herein before limited in Uſe to her for her Life, for Increaſe of her Jointure as aforeſaid, or ſuch other Lands, Tenements or Hereditaments as may hereafter be ſo limited in Uſe to her by Virtue of the ſaid Proviſo laſt herein before contained, in Lieu of the Premiſſes herein before to her limited as aforeſaid, well and truly pay or cauſe to be paid unto her the ſaid *Clara Adny* and her Aſſigns, one Annuity or clear yearly Sum of 400 *l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe, at or upon the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord Chriſt, by even and equal Portions; the firſt Payment thereof to begin and be made on ſuch of the ſame Feaſts as ſhall firſt and next happen after the Deceaſe of him the ſaid *Aaron Adny* Party hereto. In Witneſs, *&c.*

He covenants that his Heirs, *&c.*

ſhall pay the Wife an Annuity until ſhe comes in Poſſeſſion, free from Taxes.

A Settlement after Marriage, reciting a Settlement and Articles before Marriage, by which the Huſband ſettled Lands of a certain Value, and covenanted to lay out a Sum in Securities, before the Marriage; to be afterwards ſold and inveſted in a Purchaſe, to be ſettled to like Uſes (inter alia) *for Jointure in Bar of Dower and of the Cuſtom of* London; *and a Proviſo to impower him to ſettle other Lands in Lieu of the former, and that he hath made Purchaſes of greater Value. Theſe are now ſettled by this Deed,* &c. *with like Power to ceaſe the Uſes, on ſettling other Lands of like Value, with Approbation,* &c. *Many other Matters, as in the Margin.* N° 4.

THIS Indenture tripartite made the ſecond Day of *December Anno Domini* 1728. and in the eighth Year of the Reign of King *George* of *Great Britain*, *&c.* between *Arthur Aſtry* of *London*, Eſq; and *Barbara* his Wife, of the firſt Part, *Charles Cary* of *Dell* in the County of *Eſſex*, Eſq; and *Fulk Aſtry* of *Gore* in the ſaid County of *Eſſex*, Eſq; of the ſecond Part, and *Hector Cary* of *London*, Eſq; and *James Aſtry* of the *Inner Temple*, *London*, Eſq; of the third Part. Whereas by Indenture quinquepartite bearing Date the eighth Day of *Auguſt* which was in the Year of our Lord 1718. and made or mentioned to be made between the ſaid *Arthur Aſtry*, by the Name of *Arthur Aſtry* of *London*, Merchant, third Son of Sir *Fulk Aſtry*, Knight, deceaſed, and Deviſee in the laſt Will of the ſaid Sir *Fulk Aſtry* named of the firſt Part; the ſaid *Fulk Aſtry*, by the Name of *Fulk Aſtry* of *Gore* in the County of *Eſſex*, Eſq; Son and Heir of the ſaid Sir *Fulk Aſtry*, of the ſecond Part; the ſaid *Charles Cary* and *Kenelm Aſtry* of *London*, Merchant, of the third Part; the ſaid *Hector Cary* and *James Aſtry* of the fourth Part; and the ſaid *Barbara* now Wife of the ſaid *Arthur Aſtry*, by the Name of *Barbara Cary* of *London*, Spinſter, one of the Daughters of Sir *Charles Cary* then late of *London*, Knight, by Dame *Letitia* his Wife, of the fifth Part; reciting a Marriage then intended, and ſince had and ſolemnized between the ſaid *Arthur Aſtry* and the ſaid *Barbara* his now Wife, and that the ſaid *Arthur Aſtry* ſtood ſeiſed to him and his Heirs in Fee-Simple of and in the Meſſuages or Tenements and Hereditaments therein

The Parties.

A Marriage Settlement and Articles recited.

and that the Huſband was ſeiſed of Lands, now ſettled, of a certain Value,

therein after mentioned to be thereby granted and releaſed, which were computed to be of the Value of 9000 *l.* to be ſold, and at that Rate or Value were accepted and taken as and for Part of the Lands and Eſtate to be ſettled on her the ſaid *Barbara* by the ſaid *Arthur Aſtry*; they the ſaid *Arthur Aſtry* and *Fulk Aſtry*, for the Conſiderations in the ſame Indenture mentioned, did grant, bargain, ſell, releaſe and confirm unto the ſaid *Charles Cary* and *Kenelm Aſtry*, their Heirs and Aſſigns, divers Meſſuages or Tenements, Ground and Hereditaments, with their Appurtenances, ſituate and being in the ſeveral Pariſhes of St. *Mary le Bow* and St. *Peter Cornhill*, or one of them, in *London*, and in the ſame Indentures more particularly mentioned and deſcribed; To hold unto the ſaid *Charles Cary* and *Kenelm Aſtry*, their Heirs and Aſſigns, to the Uſe of the ſaid *Arthur Aſtry* and his Heirs until the Solemnization of the ſaid then intended Marriage, and after the Solemnization thereof, to the Uſe of the ſaid *Arthur Aſtry* and his Aſſigns, for the Term of his natural Life, without Impeachment of Waſte, and after the Determination of that Eſtate, to the Uſe of the ſaid *Charles Cary* and *Kenelm Aſtry*, and their Heirs, during the Life of the ſaid *Arthur Aſtry*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates therein after limited from being defeated or deſtroyed; and from and after his Deceaſe, to the Uſe of the ſaid *Barbara* his Wife for the Term of her natural Life, in Part of her Jointure, and from and after the ſeveral Deceaſes of the ſaid *Arthur Aſtry* and *Barbara* his Wife, to the Uſe of the firſt and other Sons of the Body of the ſaid *Arthur Aſtry* on the Body of the ſaid *Barbara* his Wife to be begotten, ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſaid *Hector Cary* and *James Aſtry*, their Executors, Adminiſtrators and Aſſigns, for the Term of one thouſand Years, without Impeachment of Waſte, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are therein after mentioned, expreſſed and declared concerning the ſame, and after the Expiration or other ſooner Determination of the ſaid Term of one thouſand Years, then to the Uſe of the ſaid *Arthur Aſtry*, and of his Heirs and Aſſigns for ever; And for the Conſiderations aforeſaid the ſaid *Arthur Aſtry* did, in and by the ſaid recited Indenture, covenant and agree to and with the ſaid *Fulk Aſtry* and *Charles Cary*, their Executors and Adminiſtrators, that before the Solemnization of the ſaid then intended Marriage, he the ſaid *Arthur Aſtry* would lay out the Sum of 30000 *l.* of lawful Money of *Great Britain* in the Purchaſe of Capital Stock of the Governor and Company of Merchants trading to the *South-Seas* and other Parts of *America*, and for encouraging the Fiſhery, or in the Capital Stock of the Bank of *England*, or in ſome other Parliamentary or other Securities to the Satisfaction of the ſame Truſtees, and would thereupon aſſign, transfer and deliver ſuch Stocks and Securities to the ſaid *Fulk Aſtry* and *Charles Cary*, or one of them, their or one of their Executors or Adminiſtrators, upon Truſt that they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhould, as ſoon as conveniently might be after the Solemnization of the ſaid Marriage, ſell and diſpoſe of all ſuch Stocks and Securities aforeſaid for the moſt Monies they could get for the ſame, and lay out and inveſt the Monies ariſing by ſuch Sale in a Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments of an Eſtate of Inheritance in Fee-Simple in ſome convenient Place or Places within the Realm of *England*, with the good Liking and Approbation of the ſaid *Arthur Aſtry* and *Barbara* his Wife, and thereupon ſettle, convey and aſſure all ſuch Meſſuages, Lands, Tenements or Hereditaments to be purchaſed as aforeſaid, to the Uſe of the ſaid *Arthur Aſtry* and his Aſſigns for the Term of his natural Life, without Impeachment of Waſte, Remainder to Truſtees to be for that Purpoſe named and their Heirs during the Life of the ſaid *Arthur Aſtry*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates therein after limited, from being defeated or deſtroyed; and from and after his Deceaſe then to the Uſe of the ſaid *Barbara* his now Wife for the Term of her natural Life, in full for her Jointure, and in Bar of Dower and Thirds at the Common Law, which ſhe could or might have or claim out of any of the Manors, Meſſuages, Lands, Tenements or Hereditaments of him the ſaid *Arthur Aſtry* her Huſband, and all ſuch Part and Shares of his perſonal Eſtate which ſhe ſhould be intitled unto by the Cuſtom of the City of *London*; and from and after the ſeveral Deceaſes of the ſaid *Arthur Aſtry* and *Barbara* his Wife, to the Uſe of their firſt and other Sons ſucceſſively in Tail Male, and for Default of ſuch Iſſue

and that the Lands were conveyed to Truſtees, to be

(after Marriage)

To the Uſe of the Huſband for Life *ſans* Waſte, then to Truſtees to preſerve, *&c.* then to the Wife for Life, for Jointure,

then to their firſt and other Sons in Tail Male, then to the other Truſtees for a long Term,

then to the Huſband in Fee,

and that the Huſband covenanted to lay out, before the Marriage, a Sum in South Sea or Bank Stock, *&c.*

and to tranſfer them to Truſtees, upon Truſt, after the Marriage, to ſell them, and lay out the Money in Lands in England, with Approbation of Huſband and Wife, and ſettle the ſame to the Huſband for Life, *ſans* Waſte, then to Truſtees to ſupport, *&c.*

Then to the Wife for Life for Jointure, in Bar of Dower,

and of the Cuſtom of London, then to firſt, *&c.* Sons in Tail Male,

to the Uſe of the Truſtees to be for that Purpoſe named, their Executors, Adminiſtrators and Aſſigns, for the Term of one thouſand Years without Impeachment of Waſte, upon ſuch and the like Truſts, and to and for ſuch and the like Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the like Term of one thouſand Years herein after limited, and from and after the End, Expiration, or other ſooner Determination of the ſaid Term, then to the Uſe of the ſaid *Arthur Aſtry*, and of his Heirs and Aſſigns for ever: In which ſaid recited Indenture is contained (among others) a Proviſo in the Words or to the Effect following, (that is to ſay) Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in Caſe the ſaid *Arthur Aſtry* ſhall at any Time hereafter during his Life, with the good Liking and Approbation, of the ſaid *Fulk Aſtry* and *Charles Cary*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſettle, convey and aſſure other Lands or Tenements of an Eſtate of Inheritance in Fee-Simple, in Poſſeſſion, in ſome convenient Place or Places within the Realm of *England*, of equal or better Value than the aforeſaid Meſſuages or Tenements in *London*, and in Lieu and Recompence thereof, unto and for ſuch and the like Uſes, Intents and Purpoſes, and upon ſuch and the like Truſts as the ſaid Meſſuages or Tenements in *London* are hereby ſettled; then and in ſuch Caſe, and at all Times from thenceforth, all and every the Uſe and Uſes, Truſt and Truſts, Eſtate and Eſtates herein before limited, expreſſed or declared of or concerning the ſaid Meſſuages or Tenements in *London*, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes; and then alſo, and in ſuch Caſe, the ſaid Meſſuages or Tenements, ſhall from thenceforth remain and be to and for the only proper Uſe and Behoof of him the ſaid *Arthur Aſtry* and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. In which ſaid Indentures are contained Clauſes and Agreements to the Effect following, (that is to ſay) In Caſe at the Time the ſaid Stocks ſhould be ſold for the Purpoſe aforeſaid, the ſame ſhall not be ſufficient to raiſe the ſaid Sum of 30000 *l.* then in order to make up and complete the ſaid Sum of 30000 *l.* he the ſaid *Arthur Aſtry* ſhould and would, out of his own proper Monies and Eſtate, pay to the ſaid *Fulk Aſtry* and *Charles Aſtry* ſo much Money as the ſame ſhall ſo far fall ſhort; in Conſideration whereof the ſaid *Arthur Aſtry* ſhould have, receive and take all ſuch Overplus-Money as the ſaid Stocks ſhould then yield and produce over and above the ſaid Sum of 30000 *l.* it being the true Intent and Meaning of the ſaid Parties thereunto, that the ſaid Sum of 30000 *l.* and no more, ſhould be laid out in ſuch Purchaſe or Purchaſes as aforeſaid, as in and by the ſaid recited Indenture, Relation being thereunto had, may (among other Things therein contained) more fully and at large appear. And whereas the ſaid *Arthur Aſtry* being willing and deſirous not only to perfect the ſaid recited Marriage Articles by purchaſing and ſettling ſuch Freehold Meſſuages, Lands, Tenements or Hereditaments as in and by the ſaid recited Indenture are for that Purpoſe convenanted and agreed to be purchaſed with the ſaid Sum of 30000 *l.* as aforeſaid, but alſo to ſettle, convey and aſſure other Lands and Tenements of an Eſtate of Inheritance in Fee-Simple in Poſſeſſion, of better Value than the ſaid Meſſuages or Tenements in *London*, and in Lieu and Recompence thereof, unto and for ſuch and the like Uſes, Intents and Purpoſes, and upon ſuch and the like Truſts as the ſaid Meſſuages or Tenements in *London* are by the ſaid recited Indenture ſettled, in order thereby to ceaſe and make void all and every the Uſes, Truſts and Eſtates in and by the ſaid recited Indenture limited, expreſſed or declared of or concerning the ſaid Meſſuages or Tenements in *London*, to the End the ſame Meſſuages or Tenements in *London* may from henceforth be and remain to and for the only proper Uſe and Benefit of the ſaid *Arthur Aſtry*, his Heirs and Aſſigns for ever; And being likewiſe willing and deſirous, for the Benefit and Advantage of his Family, to have all ſuch Meſſuages, Lands, Tenements or Hereditaments ſo to be ſettled as aforeſaid as near together as might be, he the ſaid *Arthur Aſtry*, for the Ends and Purpoſes aforeſaid, hath lately (with the Conſent, good Liking and Approbation of the ſaid *Barbara* his Wife, *Fulk Aſtry* and *Charles Cary*, teſtified by their being made Parties to, and their Sealing and Delivery of theſe Preſents) made two ſeveral Purchaſes of the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted

then to Truſtees for a Term, &c.

then to the Huſband in Fee.

A Proviſo recited,

that if the Huſband with Approbation, &c.

ſettle other Lands, &c.

of equal Value,

to the like Uſes;

the Uſes of the Lands before ſettled to ceaſe,

and theſe Lands to be to him in Fee.

Clauſes recited,

if the Stock does not amount to the Sum, the Huſband to make it up

and *vice verſa*,

and that the Huſband is deſirous to fulfil the Articles,

and to ſettle other Lands in Lieu of the former to the like Uſes, &c.

and to ceaſe the Uſes of the former,

that they may be to him in Fee,

and hath, with Approbation,

made two Purchaſes

of greater Value.

granted and releaſed, in order to ſettle the ſame in ſuch Manner as is herein after mentioned and expreſſed; the Purchaſe-Money of which ſaid Eſtates, together with the Incident Charges relating thereto, did amount to the Sum of 40000 *l.* and upwards. Now this Indenture witneſſeth, that in Purſuance and full Performance of the Covenants and Agreements in the ſaid recited Indenture mentioned and contained, for purchaſing and ſettling Freehold Meſſuages, Lands, Tenements or Hereditaments as aforeſaid, and in order to ceaſe, determine and make void all and every the Uſes, Truſts and Eſtates in and by the ſaid Indenture limited, expreſſed or declared of or concerning the ſame Meſſuages or Tenements in *London*, to the End the ſame may from henceforth be and remain to and for the only proper Uſe and Behoof the ſaid *Arthur Aſtry*, his Heirs and Aſſigns; And for ſettling and aſſuring the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, to ſuch Uſes upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, in Lieu and full Satisfaction of all Proviſion made or intended to be made for the ſaid *Barbara* now Wife of the ſaid *Arthur Aſtry*, or their Iſſue, in and by the ſaid recited Indenture, and for and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Arthur Aſtry* in Hand paid by the ſaid *Fulk Aſtry* and *Charles Cary* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Arthur Aſtry* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Charles Cary* and *Fulk Aſtry*, their Heirs and Aſſigns, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Netten*, with the Rights, Royalties, Franchiſes, Liberties, Members and Appurtenances thereunto belonging, or in any wiſe appertaining, or therewith uſed, occupied, poſſeſſed or enjoyed, ſituate and being within the County of *Oxford*, and alſo all that Capital Meſſuage or Tenement, and all Houſes, Outhouſes,, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, and other Appurtenances thereunto belonging or any wiſe appertaining, or therewith uſed or enjoyed, ſituate and being within the Pariſh of *Panto* in the ſaid County of *Oxford*, now or late in the Poſſeſſion or Occupation of *Robert Roll*, his Undertenants or Aſſigns; [*Here follow many more Parcels.*] Together with all Ways, Paths, Paſſages, Lights, Eaſements, Waters, Watercourſes, Trees, Woods, Underwoods, Commons, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Manor, Meſſuages, Lands, Tenements and Premiſſes in the ſaid County of *Oxford*, or to any of them belonging or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them or any of them; and alſo all thoſe the Manors or Lordſhips, or reputed Manors or Lordſhips of *Sams*, called *Titton* Manor, *Vam* and *Wos*, or by whatſoever other Name or Names the ſame be called or known in *Sams* and *Wos*, or either of them, in the ſaid County of *Oxford*; and alſo all Commons, Feedings, Waſtes, Waſte Grounds, Furze, Heaths, Moors, Marſhes, Woods, Underwoods, Trees, Timber Trees, Waters, Ways, Ponds, Fiſhings, Rents, Reverſions, Services, Courts, Courts-Leet, Courts-Baron, Perquiſites and Profits of Courts, View of Frankpledge, and all that to View of Frankpledge doth belong or appertain, Goods and Chattels waived and eſtrayed, Goods and Chattels of Felons and Fugitives, and Felons of themſelves, Deodands, Fees, Wards, Marriages, Eſcheats, Reliefs, Heriots, Fines, Amerciaments, Rights, Royalties, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid ſeveral Manors or Lordſhips, or any or either of them, now or at any Time within the Space of ten Years laſt paſt belonging or in any wiſe appertaining, or therewith uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, ſituate, lying, being, ariſing, happening or renewing, within the Towns, Fields, Pariſhes, Hamlets, Precincts or Territories of *Sams* and *Wos* aforeſaid, or either of them in the ſaid County of *Oxford*; and alſo all that Meſſuage or Tenement and Farm, and all Barns, Stables, Out-houſes, Yards, Gardens, Orchards, Arable Lands, Meadow, Paſture-Grounds, and other Hereditaments thereunto belonging or appertaining, or therewith uſed, occupied, poſſeſſed

Now, in Performance of the Agreements for ſettling other Lands, &c.

and for ſettling the Lands after mentioned,

the Huſband grants, releaſes, &c.

The Parcels.

General Words.

Other Parcels.

General Words.

Other Parcels.

poſſeſſed or enjoyed, ſituate, lying or being in the Pariſh of [*Here follow many more Parcels*] Together with all Ways, Waters, Water-Courſes, Trees, Timber-Trees, Woods, Underwoods, Hedges, Hedge-Rows, Commons, Common of Paſture, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Manors, Meſſuages, Cottages, Lands, Tenements, Hereditaments and Premiſſes, or any of them belonging or in any wiſe appertaining, or therewith uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof, and all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Arthur Aſtry* in *Panto*, *Sams* and *Wos* aforeſaid, or in any of them, or in the Pariſh of *Xandale* in the ſaid County of *Oxford*, which were lately bought and purchaſed by him the ſaid *Arthur Aſtry* of and from *Adam Alkin*, Eſq; and *Beatrix* his Wife, or of *Clement Cater*, Eſq; and *Delia* his Wife, or any of them, with their and every of their Rights, Members and Appurtenances (all which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Charles Cary* and *Fulk Aſtry*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Arthur Aſtry*, for the Term of one whole Year, in Conſideration of 5 *s.* by Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Arthur Aſtry*, of, in, to or out of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned, or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Charles Cary* and *Fulk Aſtry*, their Heirs and Aſſigns, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) To the Uſe and Behoof of the ſaid *Arthur Aſtry* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Charles Cary* and *Fulk Aſtry* and their Heirs, during the Life of the ſaid *Arthur Aſtry*, upon Truſt, to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Arthur Aſtry* and his Aſſigns, during his Life, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Barbara* his Wife, for and during the Term of her natural Life, in full for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe can or may have or claim of, in, to or out of any of the Manors, Meſſuages, Lands, Tenements or Hereditaments of the ſaid *Arthur Aſtry* her Huſband, and of all ſuch Parts and Shares of his Perſonal Eſtate which ſhe ſhall or may be intitled unto by the Cuſtom of the City of *London*; and from and after the ſeveral Deceaſes of the ſaid *Arthur Aſtry* and *Barbara* his Wife, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Arthur Aſtry* on the Body of the ſaid *Barbara* his Wife begotten or to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and of all and every other the Son and Sons of the Body of the ſaid *Arthur Aſtry*, on the Body of the ſaid *Barbara* his Wife begotten or to be begotten ſeverally, ſucceſſively, and in Remainder one after another as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male

General Words.

Bargain for a Year recited.

General Words.

Habendum

to Uſes, &c. after declared,

viz. to the Huſband for Life *ſans* Waſte,

then to the Truſtees to ſupport, &c.

Then to the Wife for Life, for Jointure in Bar of Dower,

and of the Cuſtom of *London*;

then to firſt, &c. Sons in Tail Male ſucceſſively,

Then to the other Truſtees for a Term, *ſans* Waſte, upon Truſt after declared.

Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſaid *Hector Cary* and *James Aſtry*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of one thouſand Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of one thouſand Years hereby limited,

Then to the Huſband in Fee.

then to the Uſe and Behoof of him the ſaid *Arthur Aſtry* and of his Heirs and Aſſigns for ever.

The Truſt of the Term to the ſecond Set of Truſtees declared,

And as to, for and concerning the ſaid Term of one thouſand Years herein before limited to the ſaid *Hector Cary* and *James Aſtry*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them, and of theſe Preſents, That the ſame is limited to them as aforeſaid upon ſuch Truſt, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and

if no Iſſue Male, or all die, *&c.* and there be Daughters, *&c.*

concerning the ſame, (that is to ſay) That in Caſe there ſhall be no Iſſue Male of the Body of the ſaid *Arthur Aſtry* on the Body of the ſaid *Barbara* his Wife begotten, or being ſuch all of them ſhall happen to die without Iſſue Male of their Bodies coming, and that there ſhall be Iſſue one or more Daughter or Daughters of the Body of the ſaid *Arthur Aſtry* on the Body of the ſaid *Barbara* his Wife begotten, at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time

to raiſe a Sum for Portions,

after, then upon Truſt, that they the ſaid *Hector Cary* and *James Aſtry*, their Executors, Adminiſtrators and Aſſigns, ſhall and do by the Sale or Mortgage of the ſaid Term of one thouſand Years in the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments ſo to them herein before limited as aforeſaid, and by and with the Reſidue of the Rents and Profits thereof in the mean Time, and until ſuch Sale (over and above what ſhall be paid for the Maintenance and Education of ſuch Daughter or Daughters) or by ſuch other Ways or Means as to them the ſaid laſt named Truſtees, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall ſeem meet, raiſe and levy ſuch Sum and Sums of Money for the Portion and Portions of all and every ſuch Daughter and Daughters as are herein after expreſſed and declared, (that is to ſay) If but one ſuch Daughter, then the Sum of 20000*l.* of lawful Money of *Great Britain* for the Portion of ſuch only Daughter,

payable at twenty-one, or Marriage.

to be paid her at her Age of twenty-one Years, or Day of Marriage, which ſhall firſt happen, or ſo ſoon after as may be; and if two or more ſuch Daughters, then the like Sum of 20000*l.* for their Portions, to be paid to, and to be equally divided amongſt them Share and Share alike, as and when they ſhall reſpectively attain their reſpective Ages of one and twenty Years, or be married, which ſhall firſt happen,

Benefit of Survivorſhip;

or ſo ſoon after as may be; ſo always, that in Caſe any of the ſaid Daughters ſhall happen to die before ſhe or they ſhall attain the ſaid Age of twenty-one Years, or be married, then the Portion or Portions of her or them ſo dying, ſhall go and be paid unto, and be equally divided amongſt the Survivors and Survivor of them Share and Share alike, as and when the original Portion or Portions of ſuch ſurviving

if all die, *&c.* Portions to ſink,

Daughter or Daughters ſhall become payable, by Virtue of theſe Preſents. Provided always, That in Caſe all the ſaid Daughters ſhall happen to die before any of them attain the Age of twenty-one Years, or be married, then the ſaid Sum or Sums of Money appointed to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe for the Benefit of ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes, expectant upon the ſaid Term of one thouſand Years, ſhall for the Time being belong, by Virtue of the Limitations above mentioned; and ſo much thereof as ſhall then be raiſed, ſhall be paid to ſuch Perſon or Perſons in Reverſion or Re-

and out of the Rents to raiſe Maintenances,

mainder as aforeſaid: And upon this further Truſt, That they the ſaid laſt named Truſtees, their Executors, Adminiſtrators and Aſſigns ſhall by and out of the Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments mentioned to be hereby granted and releaſed, in the mean Time, and until the ſaid Portion or Portions of the ſaid Daughter or Daughters ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Main-

tenance and Education of ſuch Daughter and Daughters, as to the ſame Truſtees, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall ſeem mee, ſo as the ſame exceed not the Intereſt of their ſaid reſpective Portions, at the Rate of 4 *l. per Cent. per Annum.* Provided always, That no ſuch Sale or Mortgage ſhall be made as aforeſaid, until ſome one of the ſaid Portions ſhall become payable, by Virtue of theſe Preſents. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That in Caſe there ſhall be no ſuch Daughter or Daughters of the Body of the ſaid *Arthur Aſtry* on the Body of the ſaid *Barbara* his Wife begotten, or being ſuch all of them ſhall happen to die before any of them ſhall attain the Age of twenty-one Years, or be married; or in caſe the ſaid Sum or Sums of Money before limited and appointed to be raiſed for Daughters Portions as aforeſaid, and alſo ſuch Maintenance in the mean Time, and until the ſame Portions ſhall become payable as aforeſaid, ſhall be, by the Ways and Means in that Behalf, afore-mentioned, raiſed and levied, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one thouſand Years paid, or to the good Liking of the ſame Truſtees, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents; or in Caſe all and every the ſaid Daughter and Daughters ſhall be preferred in Marriage in the Life-time of the ſaid *Arthur Aſtry*, and be advanced by him with Portions in Money, or in Lands of Inheritance given or left to deſcend to them equal in Value to the Portions hereby provided; or if ſuch Monies or Lands ſhall not be equal in Value to the Portions hereby intended for them, then in Caſe the ſaid *Hector Cary* and *James Aſtry*, their Executors, Adminiſtrators or Aſſigns ſhall by and out of the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments herein before mentioned to be hereby granted and releaſed, raiſe and levy ſo much Monies as ſhall make up Monies or Value of the Lands that ſhall be ſo advanced, given or left by the ſaid *Arthur Aſtry* with or to his ſaid Daughters, full ſo much as the ſaid Portions hereby provided ſhall amount unto; then and in any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of one thouſand Years of and in the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted and releaſed, or ſo much thereof as ſhall then remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine and be utterly void; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *Arthur Aſtry* at any Time or Times during his Life, and from and after his Deceaſe, to and for the ſaid *Barbara* his Wife, at any Time or Times during her Life, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by Way of Fine or Income, for or in Reſpect of ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein to be contained; and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved; and ſo as the Leſſee or Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding: Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, That in Caſe there ſhall be one or more Child or Children of the Body of the ſaid *Arthur Aſtry* on the Body of the the ſaid *Barbara* his Wife begotten (beſides an eldeſt or only Son) then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *Arthur Aſtry* at any Time or Times during his Life, by any Writing or

with Reſtriction. No Sale till Portion payable, if no Daughter, &c. or Portions and Maintenances raiſed, or paid or ſecured, with Approbation, &c. by Remainder-man, or they preferred by their Father, in Whole or Part, the Truſtees only to make up the Deficiency, and this Term to ceaſe. Leaſing Power to Huſband and Wife ſucceſſively, with Reſtrictions, Proviſion for younger Children, if there be a Son, their Father

Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, to charge the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, (without Prejudice nevertheleſs to the Eſtate for Life of the ſaid *Barbara* his Wife therein) with the Payment of any Sum or Sums of Money not exceeding in the whole the Sum of 20000 *l.* of lawful Money of *Great Britain*, to or for the Benefit of all and every, or any ſuch Child or Children (not being an eldeſt or only Son as aforeſaid) to be raiſed, levied and paid at ſuch Time or Times, and in ſuch Parts, Shares, Proportions, Manner and Form as he the ſaid *Arthur Aſtry* ſhall by ſuch Writing or Writings, or his laſt Will and Teſtament (atteſted as aforeſaid) limit, direct, declare or appoint; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Arthur Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Charles Cary* and *Fulk Aſtry*, their Heirs, Executors and Adminiſtrators, in Manner following, (that is to ſay) That (for and notwithſtanding any Act, Matter or Thing by him done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid *Arthur Aſtry* hath, at the Time of the Enſealing and Delivery of theſe Preſents, in himſelf good Right, full Power, and lawful and abſolute Authority, to grant and convey the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein mentioned to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *Charles Cary* and *Fulk Aſtry*, their Heirs and Aſſigns, to and for the Uſes, Intents and Purpoſes afore-mentioned; and that the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, and Agreements herein before mentioned, expreſſed and declared, of and concerning the ſame; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Arthur Aſtry*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſame Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them; and alſo, that he the ſaid *Arthur Aſtry* and his Heirs, and all others claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, or intended to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, ſhall and will at any Time or Times hereafter, upon every reaſonable Requeſt of the ſaid *Charles Cary* and *Fulk Aſtry*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, but at the Coſts and Charges of the ſaid *Arthur Aſtry* or his Heirs, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, be it by Fine, Feoffment, Common Recovery or otherwiſe howſoever, for the further and better Granting and Conveying of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted and releaſed, with their Appurtenances, unto and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein mentioned, expreſſed and declared of and concerning the ſame, as by the ſaid *Charles Cary* and *Fulk Aſtry*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, or their or either, or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for the making or doing thereof, to go or travel above the Space of five Miles from his or their then reſpective Dwellings or Places of Abode. Provided laſtly, and it is hereby further declared and agreed by and between all

may charge the Lands, &c. without Prejudice to the Wife, not exceeding a certain Sum, to be raiſed, &c. at Times, &c. as he ſhall appoint.

The Huſband covenants that he hath Power to convey,

and for quiet Enjoyment,

and for further Aſſurances,

at his Charge.

all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, That in Caſe the ſaid *Arthur Aſtry* ſhall at any Time hereafter during his Life, with the good Liking and Approbation of the ſaid *Charles Cary* and *Fulk Aſtry*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſettle, convey and aſſure other Lands or Tenements of an Eſtate of Inheritance in Fee-Simple, in Poſſeſſion, in ſome convenient Place or Places within the Realm of *England*, of equal or better Value than the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted or releaſed, and in Lieu and Recompence thereof, unto and for ſuch and the like Uſes, Intents and Purpoſes, and upon ſuch and the like Truſts as the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *Oxford* are hereby ſettled; then and in ſuch Caſe, and at all Times from thenceforth, all and every Uſe and Uſes, Truſts and Truſts, Eſtate and Eſtates herein before limited, expreſſed or declared of or concerning the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *Oxford* hereby, or mentioned to be hereby conveyed and ſettled as aforeſaid, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes; and then alſo and in ſuch Caſe the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſhall from thenceforth remain and be to and for the only proper Uſe and Behoof of him the ſaid *Arthur Aſtry*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, *&c.*

Proviſo for ceaſing theſe Uſes on ſettling other Lands, with Approbation, *&c.*

N°. 5.

A Settlement after Marriage, (of Lands ſince purchaſed by the Huſband) in Conſideration of Money ariſing by the Sale of Part of the Lands formerly ſettled, and which he had Power to ſell on ſettling an Equivalent; and in Conſideration of the Wife's Portion, and of a Sum paid on the Marriage by his Father. The Father conſents that the laſt Remainder in Fee be not limited to himſelf, as before, but to the Husband. A Power to ſell or exchange Quit-Rents, &c. in Part, &c. The Money to be laid out, and ſettled to like Uſes.

THIS Indenture tripartite, made the fifth Day of *December Anno Domini* 1722, and in the eighth Year of the Reign, *&c.* between *Auſtin Archer* of the *Inner Temple*, *London*, Gent. and *Blanch* his Wife, of the firſt Part, *Cyril Church*, Citizen and Girdler of *London*, and *David Dunch* of *London*, Merchant, of the ſecond Part, and *Edward Edge* of *London*, Eſq; and *Fulk Archer* of the *Inner Temple* aforeſaid, Gent. of the third Part. Whereas in and by one Indenture tripartite bearing Date the fourteenth Day of *October* which was in the Year of our Lord 1717, and made or mentioned to be made between the ſaid *Fulk Archer* and *Grace* his Wife, and the ſaid *Auſtin Archer* by the Name of *Auſtin Archer*, Gent. Son and Heir Apparent of the ſaid *Fulk Archer* and *Grace* his Wife of the firſt Part, the ſaid *Edward Edge* and the ſaid *Blanch*, Wife of the ſaid *Auſtin Archer*, by the Name of *Blanch Edge*, one of the Daughters of the ſaid *Edward Edge*, of the ſecond Part, and the ſaid *Cyril Church* and *David Dunch*, therein mentioned, of the third Part, reciting the Marriage then intended, and ſince had and ſolemnized between the ſaid *Auſtin Archer* and *Blanch* his Wife, in Conſideration thereof and of the Sum of 10000 *l.* the Marriage-Portion of the ſaid *Blanch* to the ſaid *Cyril Church* and *David Dunch* (with the Conſent of the ſaid *Fulk Archer* and *Auſtin Archer*) paid by the ſaid *Edward Edge*, and for other the Conſiderations in the ſame Indenture mentioned, they the ſaid *Fulk Archer* and *Grace* his Wife and *Auſtin Archer* did grant, releaſe and confirm unto the ſaid *Cyril Church* and *David Dunch*, and their Heirs, all thoſe three ſeveral Meſſuages or Tenements with their Appurtenances in the ſeveral Pariſhes of St. *John* and *All-Souls* in and within the City of *Lincoln* in the County of *Lincoln*, and the Capital Meſſuage, Tenement or Manſion-Houſe with the Appurtenances in *Mirton* in the ſaid

The Parties.

The Marriage Settlement recited,

by which the Huſband (with his Father and Mother) releaſed Lands

County of *Lincoln*, then in the Poſſeſſion of *Nahum Norris*, and divers other Meſſuages, Lands, Tenements and Hereditaments in the ſaid County of *Lincoln* and in the County of *Oxford*, with their Appurtenances, in the ſame Indenture mentioned, To hold unto the ſaid *Cyril Church* and *David Dunch*, and their Heirs, to the Uſes, Intents and Purpoſes therein mentioned, (that is to ſay) after the Solemnization of the ſaid then intended Marriage, to the Uſe of the ſaid *Auſtin Archer* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte; Remainder to the ſaid *Cyril Church* and *David Dunch* and their Heirs, during the natural Life of the ſaid *Auſtin Archer*, upon Truſt to ſupport the contingent Uſes and Eſtates therein after limited from being defeated or deſtroyed; and from and after the Deceaſe of the ſaid *Auſtin Archer*, then to the Uſe and Behoof of the ſaid *Blanch* his now Wife, for and during the Term of her natural Life, as Part of her Jointure; and after the Deceaſe of the ſaid *Auſtin Archer* and *Blanch* his Wife, and of the Survivor of them, then to the Uſe of the firſt Son of the Body of the ſaid *Auſtin Archer* on the Body of the ſaid *Blanch* his Wife lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, fifth, ſixth, ſeventh and of all and every other Son and Sons of the Body of the ſaid *Auſtin Archer* on the Body of the ſaid *Blanch* his Wife lawfully to be begotten, whether born in his Life-time or after his Deceaſe, ſucceſſively in Tail Male; and for want of ſuch Iſſue, to the Uſe of the right Heirs of the ſaid *Fulk Archer* for ever; in which ſaid recited Indenture is contained (among others) a Proviſo to the Effect following, (that is to ſay) Provided, and it was thereby declared and agreed by and between the Parties thereto, that in Caſe the ſaid *Fulk Archer* and *Auſtin Archer*, or the Survivor of them, ſhould be minded to ſell and diſpoſe of the Meſſuages, Lands, Hereditaments and Premiſſes therein before mentioned to be thereby ſettled, or any Part thereof, in order to purchaſe other Lands in any other Place or Places, then it ſhould and might be lawful to and for the ſaid *Fulk Archer* and *Auſtin Archer*, or the Survivor of them, with the Conſent of the ſaid *Edward Edge*, *Cyril Church* and *David Dunch*, or the Survivors or Survivor of them, from Time to Time to revoke and make void all and every or any of the Uſes therein before limited of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, and to ſell and diſpoſe of the ſame and of every Part and Parcel thereof, ſo as the Money ariſing by ſuch Sale or Sales ſhould be paid into the Hands of the ſaid *Cyril Church* and *David Dunch*, or the Survivor of them; and it was thereby declared and agreed that ſuch Money ſhould be by them laid out in the Purchaſe of other Lands, Tenements and Hereditaments, to be conveyed and ſettled to the ſame Uſes as the Meſſuages, Lands and Hereditaments thereby granted, were thereby ſettled or intended to be ſettled and limited; and it was by the ſaid recited Indenture declared and agreed between the Parties thereto, that the ſaid Sum of 10000 *l.* ſo paid to the ſaid *Cyril Church* and *David Dunch* by the ſaid *Edward Edge* as aforeſaid, and alſo the further Sum of 4000 *l.* by the ſaid *Fulk Archer* and *Auſtin Archer*, or one of them (in Conſideration of the ſaid then intended Marriage) alſo paid to the ſaid *Cyril Church* and *David Dunch*, amounting together to the Sum of 14000 *l.* were ſo paid unto, and ſhould from thenceforth be and remain veſted in them the ſaid *Cyril Church* and *David Dunch*, and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, upon Truſt that they the ſaid *Cyril Church* and *David Dunch*, and the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhould with all convenient Speed (after the ſaid then intended Marriage ſhould be had and ſolemnized) lay out and diſpoſe of the ſame, with Conſent and Approbation of the ſaid *Auſtin Archer* and *Edward Edge*, or the Survivor of them, in the Purchaſe of Lands, Tenements or Hereditaments of Inheritance in Fee-Simple, of a clear and indefeaſible Title, to be immediately conveyed and aſſured to the ſaid *Cyril Church* and *David Dunch*, and their Heirs, to ſuch and the ſame Uſes, Intents and Purpoſes, and under the like Proviſoes, Powers, Limitations and Agreements as are therein before mentioned, limited, expreſſed and declared of and concerning the ſaid Meſſuages, Lands and Hereditaments therein before mentioned to be thereby granted (the ſaid recited Power of Revocation only excepted) as in and by the ſaid recited Indenture, Relation being thereunto had, may more fully and at large appear.

(after the Marriage) to the Huſband for Life, *ſans* Waſte, then to Truſtees to ſupport, *&c.*

then to the Wife for a Part of her Jointure; then to firſt and other Sons ſucceſſively in Tail Male;

then to the right Heirs of the Huſband's Father.

Proviſo if the Father and Huſband deſire to ſell, and purchaſe other Lands, they might (with Conſent) revoke, *&c.*

and the Money to be paid to Truſtees, to be laid out in a Purchaſe to be ſettled, *&c.*

Recital that the Wife's Portion, and a Sum paid by the Huſband or his Father, ſhould be laid out in Land,

to be conveyed to like Uſes, *&c.*

except the Power of Revocation.

And

And whereas the ſaid *Fulk Archer* and *Auſtin Archer* did ſome Time ſince, in Purſuance of the ſaid recited Power of Revocation, and with the Conſent of the ſaid *Edward Edge*, *Cyril Church* and *David Dunch*, revoke and make void the aforeſaid Uſes in and by the ſaid recited Indenture limited, of the ſaid three Meſſuages or Tenements within the ſaid City of *Lincoln*, and have lately ſold and diſpoſed of the ſame for the Sum of 1300 *l.* which upon ſuch Sale was paid into the Hands of the ſaid *Cyril Church* and *David Dunch* for the Purpoſes in the ſaid recited Indenture in that Behalf directed and appointed. And whereas the ſaid *Auſtin Archer* (with the Conſent and Approbation of the ſaid *Edward Edge*, *Fulk Archer*, *Cyril Church* and *David Dunch*, teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents) have lately bought and purchaſed the Manor, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed. And whereas the original Purchaſe-Monies paid for the ſame by the ſaid *Auſtin Archer*, together with other Monies by him laid out and expended in repairing, bettering and improving the ſame or ſome Part thereof, and other incident Charges relating to, or occaſioned by the ſaid Purchaſe, do in all amount unto the Sum of 15300 *l.* and the ſame Premiſſes are by the ſaid Parties to theſe Preſents eſtimated and allowed to be of that Value at leaſt; which ſaid laſt mentioned Manor, Meſſuages, Lands, Tenements and Hereditaments the ſaid *Auſtin Archer* hath offered and propoſed to ſettle in Lieu and Satisfaction, not only of and for the ſaid Sum of 14000 *l.* ſo agreed to be laid out in a Purchaſe as aforeſaid, but alſo of and for the ſaid Sum of 1300 *l.* ſo paid by the ſaid *Cyril Church* and *David Dunch*, upon the Sale of the ſaid three Meſſuages or Tenements within the ſaid City of *Lincoln* as aforeſaid; to which Offer and Propoſal the ſaid *Edward Edge*, *Fulk Arther*, *Cyril Church* and *David Dunch* do hereby conſent and agree. And whereas the laſt Remainder in Fee, expectant upon Failure of Iſſue Male of the Body of the ſaid *Auſtin Archer* by the ſaid *Blanch* his Wife, of and in the Manor, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, was by the ſaid recited Indenture to be limited to the ſaid *Fulk Archer* and his Heirs; yet nevertheleſs he the ſaid *Fulk Archer* is willing, and doth hereby direct that the ſame ſhall be limited to the Uſe of the ſaid *Auſtin Archer*, his Heirs and Aſſigns for ever. Now this Indenture witneſſeth, that in Purſuance of the ſaid Offer and Propoſal, and for and in Conſideration of the ſaid ſeveral Sums of 14000 *l.* and 1300 *l.* to the ſaid *Auſtin Archer* well and truly paid by the ſaid *Cyril Church* and *Dunch David*, the Receipt and Payment whereof he the ſaid *Auſtin Archer* doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *Cyril Church* and *David Dunch*, their Heirs, Executors and Adminiſtrators, and every of them by theſe Preſents, and for ſettling and aſſuring the Manor, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, he the ſaid *Auſtin Archer* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Cyril Church* and *David Dunch*, their Heirs and Aſſigns, all that the Manor or Lordſhip of *Purrow*, with the Rights, Members and Appurtenances thereof in the ſaid County of *Lincoln*, and alſo all Meſſuages, Cottages, Mills, Dove-houſes, Orchards, Gardens, Lands, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Woods, Under-woods, Ways, Waters, Water-courſes, Fiſhings, Rivers, Warrens, Mines, Quarries, Rents, Reverſions and Services as well of Free as Cuſtomary Tenants, Courts-Leet, Courts-Baron, Perquiſites and Profits of Courts, Waifes, Eſtrays, Deodands, Goods and Chattels of Felons and Fugitives, and Felons of themſelves, and outlawed Perſons, Fines, Heriots, Royalties, Juriſdictions, Profits, Commodities, Emoluments and Hereditaments whatſoever to the ſaid Manor or Lordſhip belonging or in any wiſe appertaining, or with the ſame uſed, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, late in the Poſſeſſion of *Richard Roll*, Clerk, his Aſſigns or Under-Tenants, and now of him the ſaid *Auſtin Archer*, his Aſſigns, Leſſees or Under-Tenants; and alſo thoſe Lands, Tenements and Hereditaments, with their Appurte-

Recital that they

have revoked the Uſes of Part, and ſold it, and the Money was paid to the Truſtees,

and that the Huſband (with Conſent) has purchaſed a Manor, &c. after releaſed.

Recital of the *Quantum* paid, &c. and of the preſent Value,

and that the Huſband propoſed to ſettle them in Lieu of the Monies which were to be laid out.

And that the laſt Remainder in Fee was (by the Marriage-Settlement) to be to the Huſband's Father, but he directs it to be to the Huſband.

The Conſideration.

The Grant, &c.

The Parcels.

General Words.

General Words.

nances, ſituate, lying and being in [*Here follow many Parcels*]; and alſo all Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Folds, Gardens, Orchards, Arable Lands, Meadows, Leaſowes, Paſtures, Commons, Common of Paſture, Feedings, Woods, Under-Woods, Ways, Waters, Water-Courſes, Lights, Eaſements, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Manor, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes or any of them belonging or in any wiſe appertaining, or therewith now or at any Time heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof, or as Appendant or Appurtenant thereunto; all which ſaid Manor, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes herein before mentioned to be hereby granted and releaſed, were late the Eſtate of the ſaid *Richard Roll*, and by him ſold and conveyed to the ſaid *Auſtin Archer*, his Heirs and Aſſigns, and alſo all that Meſſuage, Tenement, [*Here follow more Parcels*];

Bargain, &c. for a Year recited.

(all which ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Cyril Church* and *David Dunch*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Auſtin Archer*, for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Cyril Church* and *David Dunch*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided);

General Words.

and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Auſtin Archer*, of, in, to or out of the ſame Manor, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof;

Habendum.

To have and to hold the ſaid Manor, Meſſuages, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Cyril Church* and *David Dunch*, their Heirs and Aſſigns for ever, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, that is to ſay,

to the Uſe of the Huſband for Life *ſans* Waſte, then to the Truſtees to ſupport, &c.

To the Uſe and Behoof of the ſaid *Auſtin Archer* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Cyril Church* and *David Dunch*, and their Heirs, during the natural Life of the ſaid *Auſtin Archer*, upon Truſt, to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Auſtin Archer* and his Aſſigns, during his Life, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit;

then to the Wife for Life, with the Premiſſes unſold, &c. to be in full for Jointure in Bar of Dower,

and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Blanch* his Wife, for and during the Term of her natural Life; which together with the Reſidue of the Meſſuages, Lands, Tenements and Hereditaments, in and by the ſaid recited Indenture limited to her for Life as aforeſaid, and which yet remain unſold, are to be in full for the Jointure of her the ſaid *Blanch*, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe can or may have or claim of, in, to or out of any of the Manors, Meſſuages, Lands, Tenements or Hereditaments, whereof the ſaid *Auſtin Archer* her Huſband, now is, or at any Time hereafter, during the Coverture between them, ſhall be ſeiſed of any Eſtate of Freehold or Inheritance;

then to firſt and other Sons ſucceſſively in Tail Male;

and from and after the ſeveral Deceaſes of the ſaid *Auſtin Archer* and *Blanch* his Wife, and of the Survivor of them, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Auſtin Archer* on the Body of the ſaid *Blanch* his Wife lawfully begotten or to be begotten, and of the Heirs Male of the Body or ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *Auſtin Archer* on the Body of the ſaid *Blanch* his Wife lawfully begotten or to be

be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the third, fourth, fifth, ſixth, and ſeventh, and of all and every other the Son and Sons of the Body of the ſaid *Auſtin Archer* on the Body of the ſaid *Blanch* his Wife lawfully begotten or to be begotten, whether born in his Life-time or after his Deceaſe, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing being preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, to the Uſe of the ſaid *Auſtin Archer*, his Heirs and Aſſigns, and to and for no other Uſe, Intent and Purpoſe whatſoever. Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Auſtin Archer* at any Time or Times hereafter during his Life, with the Conſent and Approbation of the ſaid *Edward Edge*, *Cyril Church* and *Fulk Archer*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, to ſell or diſpoſe of all and every or any of the Chief Rents, Heriots and Services iſſuing, ariſing or payable out of or for any Lands or Tenements lying or being in the ſeveral Vills or Hamlets of *Sims*, *Tandy* and *Vam* aforeſaid, or any of them, or any of the waſte Grounds or Cottages thereupon ſtanding or being within the ſame Vills or Hamlets; or any of them, which are or are ſuppoſed to be Members or Parcels of or Appurtenances to the aforeſaid Manor; or otherwiſe to make any Exchange or Exchanges of the ſame Chief Rents, Heriots, Services, waſte Grounds or Cottages, or any of them, with any Perſon or Perſons for any other Freehold Lands or Tenements. And it is hereby agreed, that the Monies ariſing by the Sale of the ſaid Chief Rents, Heriots, Services, waſte Grounds or Cottages (if the ſame be ſold) be laid out in the Purchaſe of other Lands or Tenements; which Lands or Tenements, or the Lands or Tenements to be taken in Exchange (in Caſe the ſaid Chief Rents, Heriots, Services, waſte Grounds or Cottages be exchanged) are hereby agreed to be ſettled, conveyed and aſſured to and for the like Uſes, Intents and Purpoſes as the Premiſſes mentioned to be hereby granted and releaſed are limited unto in and by theſe Preſents; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *Auſtin Archer* at any Time or Times during his Life, and from and after his Deceaſe to and for the ſaid *Blanch* his Wife at any Time or Times during her Life, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſaid Manor, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years, in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income for or in reſpect of ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein, and ſo as in every of the ſaid Leaſes there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſpectively reſerved, and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Auſtin Archer* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Cyril Church* and *David Dunch*, their Heirs, Executors and Adminiſtrators in Manner following, (that is to ſay) That the ſaid Manor, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, ſhall or lawfully may, from Time to Time and at all Times hereafter remain, continue and be to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and

Remainder to the Son in Fee.

Proviſo that the Huſband (with Conſent) may ſell Quit-Rents, &c. in certain Parcels,

or exchange the ſame.

The Money to be laid out in a Purchaſe,

Lands purchaſed, &c. to be ſettled to like Uſes.

Leaſing Power to Huſband and Wife ſucceſſively.

The Huſband covenants for quiet Enjoyment,

and under and ſubject to the Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame as aforeſaid, and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Auſtin Archer*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Auſtin Archer*, his Heirs, Executors or Adminiſtrators well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Charges, Troubles and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Auſtin Archer*, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them or any of them, or from, by or under his, their or any of their Act, Means, Aſſent, Conſent or Procurement (except ſuch Leaſes of the Premiſſes, or any Part thereof, for twenty-one Years or under, whereupon the improved yearly Rent is reſerved and made payable). And moreover, that he the ſaid *Auſtin Archer* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity of, in, to or out of the ſaid Manor, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, (except ſuch Leſſees as aforeſaid, and their reſpective Executors, Adminiſtrators and Aſſigns, for and in Reſpect only of ſuch excepted Leaſes) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *Cyril Church* and *David Dunch*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, but at the proper Coſts and Charges in the Law of the ſaid *Auſtin Archer*, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, be it by Fine, Feoffment, Common Recovery or otherwiſe howſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Manor, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, with their Appurtenances, to and for the Uſes, Intents and Purpoſes, upon ſuch Truſt, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame, as by the ſaid *Cyril Church* and *David Dunch*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

free from Incumbrances,

and for further Aſſurances.

5

A Settlement

A Settlement by a Grandſon in Purſuance of his Grandfather's Will. The ſurviving Deviſee in Truſt is alſo a granting Party. The Will is in Subſtance recited. Recoveries to be ſuffered; the Uſes of them declared. Limitations (after himſelf for Life, and his Sons in Tail Male) by Moieties to two Aunts, and their Sons in Tail Male; then to their reſpective Daughters. Croſs Remainders and other Collateral Remainders, &c. N° 6.

THIS Indenture quadrupartite made the fourteenth Day of *April Anno Domini* 1730. and in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God King, *&c.* between *Alfred Alkin* of *London*, Eſq; only Son and Heir of *Alfred Alkin* of *Bardon* in the County of *Cardigan*, Eſq; deceaſed, who whilſt living was only Son and Heir apparent of *Alfred Alkin* late of *Bardon* aforeſaid, Eſq; ſince alſo deceaſed, by *Deborah* his Wife, and now his Widow, Relict and ſole Executrix, and alſo Deviſee and Reſiduary Legatee (in Truſt) named in his laſt Will and Teſtament, of his real and perſonal Eſtate, of the firſt Part, *Edward Ellis* of *Bardon* aforeſaid, Eſq; only ſurviving Deviſee (in Truſt) named in the laſt Will and Teſtament of the ſaid *Alfred Alkin* the Father, as to the Manors, Parks, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed (amongſt other Hereditaments) of the ſecond Part, *Francis Fry* and *Gilbert Giles* of *Hock* in the County of *Kent*, Eſqs. of the third Part, *Lambert Lant* of *Middo* in the County of *Norfolk*, Eſq; and *Owen Oſborn* of *Pule* in the County of *Radnor*, Eſq; of the fourth Part. Whereas the ſaid *Alfred Alkin* the Grandfather, being in his Life-time and at his Deceaſe ſeiſed of the Reverſion or Remainder and Inheritance in Fee after Failure of Iſſue Male of his Body by the ſaid *Deborah* (amongſt other Lands and Hereditaments) of and in the Manors, Parks, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, did in and by his laſt Will and Teſtament in Writing by him duly executed, bearing Date on or about the ſixth Day of *April* which was in the Year of our Lord 1725. give and deviſe the ſame *(inter alia)* unto ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions as the ſame are herein after limited in Uſe, unto, from and after the Deceaſe of the ſaid *Alfred Alkin* Party hereto, and Failure of Iſſue Male of his Body reſpectively: And whereas the ſaid *Alfred Alkin* the Grandfather did in and by his ſaid Will make ſeveral Gifts, Deviſes, Bequeſts, Directions and Limitations, of and concerning all other his Eſtate as well real as perſonal in Manner therein mentioned, and did alſo thereby ſignify his Will and Intention to be, that the ſaid *Alfred Alkin* Party hereunto, ſhould at his Age of twenty-one Years confirm and ratify all Deviſes and Bequeſt therein made, and all and every Settlement and Settlements thereby made or to be made by the ſaid Teſtator of his Eſtate, every or any Part thereof, as by the ſaid Will, Relation being thereunto had, may more fully appear: And whereas the ſaid *Alfred Alkin* Party hereunto, ſince his Attainment to his Age of twenty-one Years, by his Inſtrument or Deed Poll in Writing by him duly executed, bearing Date the tenth Day of *July* 1729. hath in Compliance with his ſaid Grandfather's Will, and to the Intent in the ſame Deed Poll expreſſed, ratified and confirmed as well the ſame Will and all and every the Deviſes, Bequeſts, Directions, Limitations, Matters and Things therein contained (not by the ſaid Teſtator altered or revoked by any Codicil or Codicils to his ſaid Will as alſo all Settlement and Settlements made by the ſaid *Alfred Alkin* the Grandfather of his Eſtate, every or any Part thereof, in all Things according to the Intention, Purport, Tenor and true Meaning of the ſame Will and Settlements, as by the ſame Deed Poll, Relation being thereunto had, may appear: And whereas the ſaid *Alfred Alkin* Party to theſe Preſents, is willing and deſirous to do any further Act for the ratifying, confirming and eſtabliſhing his ſaid Grandfather's Will, and the Settlement and Settlements by him made of his Eſtate or any Part thereof, according to the Tenor and true Meaning of the ſame Will and Settlements, and particularly the Deviſe by him made of the ſaid Reverſion or Remainder in Fee of the Manors, Parks, Meſſuages,

The Parties.

Recital of a Will of the Grantor's Grandfather,

whereby he deviſed Lands, *&c.* as herein after limited;

and that he thereby made ſeveral Gifts, *&c.* and deſired that the now Grantor, when at Age, ſhould ratify them,

and that the Grantor hath by another Deed ratified the Will

and Settlements of his Grandfather;

and is deſirous to do further Acts for that Purpoſe,

and particularly as to a Remainder in Fee.

The Intent, for barring Entails, and for ſettling, &c.

ſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed: Now therefore this Indenture witneſſeth, that for barring, docking and deſtroying all Eſtates-Tail and all Reverſions and Remainders thereupon expectant and depending, of and in the Manors, Parks, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, and for conveying, ſettling and aſſuring the ſame, (ſubject as herein after is mentioned) to ſuch Uſes, Intents and Purpoſes, and in ſuch Parts and Proportions, Manner and Form as are herein after expreſſed and declared concerning the ſame, in further Compliance with and Confirmation and Eſtabliſhment of the ſaid *Alfred Alkin* the Grandfather's Will, and of the ſeveral Eſtates and Remainders thereby deviſed and limited, of and in the ſame Manors and Premiſſes *(inter alia)* and in order to prevent the ſame Eſtates and Remainders from being defeated by him, and alſo for and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to him the ſaid *Alfred Alkin* Party to theſe Preſents, and *Edward Ellis* in Hand paid by the ſaid *Francis Fry* and *Gilbert Gyles*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Alfred Alkin* Party hereto, and at his Requeſt, and by his Direction and Appointment (teſtified by his being a Party to and executing theſe Preſents) the ſaid *Edward Ellis* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Francis Fry* and *Gilbert Gyles*, their Heirs and Aſſigns, all thoſe the Manors of *Sim* and *Titton-Hall* in *Sim*, with the ſeveral and reſpective Rights, Royalties, Members and Appurtenances thereof in the County of *Wilts*, and all thoſe two Parks commonly called or known by the Name of *Sim* Park, and the ſeveral Meadows thereto adjoining, with the Appurtenances, and all thoſe ſeveral Cloſes or incloſed Grounds of Land, Meadow and Paſture, commonly called or known by the Name or Names of *Yar Mead* and *Zell Cloſe*, and all thoſe Meſſuages or Tenements, Farms and Cottages, with the Appurtenances, ſeverally and reſpectively called by the Names or Names of [*Here many Parcels.*] Which in and by a certain Indenture quinquepartite of Settlement, bearing Date on or about the ſecond Day of *June* which was in the Year of our Lord 1681. and made or mentioned to be made between *Caleb Coats*, Eſq; and *Diana* his Wife, *Ezekiel Eldred*, Eſq; and *Fulk Alkin*, Eſq; of the firſt Part, *Alfred Alkin* the Grandfather, Sir *Alfred Aſton* Baronet, and the ſaid *Deborah Alkin* by her then Name of *Deborah Gill*, eldeſt Daughter of *Gregory Gill*, Eſq; of the ſecond Part, *Henry Hicks*, Eſq; of the third Part, *Jerom Jell*, Eſq; and *Kenelm Kirby*, Eſq; of the fourth Part, and *Lewis Love*, Eſq; the ſaid *Gregory Gill*, *Mark Moor*, Eſq; and *Noah Gill*, Eſq; of the fifth Part, made previous to, and in order to the Marriage of the ſaid *Alfred Alkin* the Grandfather with the ſaid *Deborah Gill* now *Deborah Alkin*, and by ſeveral Fines and Recoveries in the ſame Indenture covenanted and agreed to be levied and ſuffered, and afterwards duly levied and ſuffered accordingly, were ſettled, aſſured and limited, or mentioned or intended to be ſettled, aſſured and limited in ſuch Manner as in the ſame Indenture is expreſſed (all which ſaid Manors, Parks, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Francis Fry* and *Gilbert Gyles*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Alfred Alkin* Party hereto, and *Edward Ellis*, for the Term of one whole Year, in Conſideration of 5*s.* to them paid by the ſaid *Francis Fry* and *Gilbert Gyles*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion, made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Equity of Redemption, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Alfred Alkin* Party hereto, and *Edward Ellis*, or either of them, of, in, to or out of the ſaid Manors, Parks, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, every or any Part or Parcel thereof; To have and to hold the ſaid Manors, Parks, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed,

The Grandſon and ſurviving Deviſee in Truſt, grant, releaſe, &c. The Parcels.

Reference to Grandfather's Marriage-Settlement.

Reference to the Bargain, &c. for a Year.

General Words.

Habendum in Fee,

releaſed, with their and every of their Appurtenances, unto the ſaid *Francis Fry* and *Gilbert Gyles*, their Heirs and Aſſigns, to and for the Uſe and Behoof of the ſaid *Francis Fry* and *Gilbert Gyles*, and of their Heirs and Aſſigns, to the Intent and Purpoſe that they the ſaid *Francis Fry* and *Gilbert Gyles* may become perfect Tenants of the Freehold of the ſaid Manors, Parks, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes, to the End that two or more Common Recoveries may be thereof had and ſuffered in ſuch Manner as is herein after mentioned: For which Purpoſe it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Lambert Lant* and *Owen Oſborn*, or the Survivor of them, at the Coſts and Charges of the ſaid *Alfred Alkin* Party hereto, on this Side and before the End of *Trinity* Term next enſuing the Date hereof, to ſue forth and proſecute out of his Majeſty's High Court of Chancery two or more ſeveral Writs of Entry *Sur Diſſeizin en le Poſt*, returnable and to be returned before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, thereby demanding by apt and convenient Names, Quantities, Qualities, Numbers of Acres and other Deſcriptions, the ſaid Manors, Parks, Meſſuages, Lands, Tenements, Tithes, Rents, Hereditaments and Premiſſes againſt the ſaid *Francis Fry* and *Gilbert Gyles*, or the Survivor of them, to which ſaid Writs of Entry they the ſaid *Francis Fry* and *Gilbert Gyles*, or the Survivor of them ſhall appear *gratis* either in their own proper Perſons, or by their Attorney or Attornies lawfully authoriſed, and vouch over to Warranty the ſaid *Alfred Alkin* Party hereunto, who ſhall alſo *gratis* appear either in his own proper Perſon, or by his Attorney or Attornies thereto lawfully authoriſed, and enter into the Warranty and vouch over to Warranty the common Vouchee of the ſame Court, who ſhall alſo appear, and after Imparlance ſhall make Default, ſo as ſeveral Judgments ſhall and may be thereupon had and given for the ſaid *Lambert Lant* and *Owen Oſborn*, or the Survivor of them, to recover the ſaid Manors, Parks, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with the Appurtenances, againſt the ſaid *Francis Fry* and *Gilbert Gyles*, or the Survivor of them, and for them the ſaid *Francis Fry* and *Gilbert Gyles*, or the Survivor of them, to recover in Value againſt the ſaid *Alfred Alkin* Party hereto, and for him to recover in Value againſt the ſaid common Vouchee, and that Execution ſhall and may be thereupon had and awarded accordingly, and all and every other Act and Thing done and executed needful and requiſite for the ſuffering and perfecting ſuch common Recoveries with Vouchers as aforeſaid. And it is hereby further declared and decreed by and between the ſaid Parties to theſe Preſents, that the ſaid Recoveries ſo as aforeſaid, or in any other Manner, or at any other Time or Times ſuffered or to be ſuffered, and all and every other Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid Manors, Parks, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents to be and enure, and the Recoveror and Recoverors in the ſaid Recoveries named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Manors, Parks, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes in the ſame Recoveries to be compriſed, and of every Part and Parcel thereof, (ſubject to ſuch Mortgages, Charges, Sum and Sums of Money and Incumbrances, or a proportionable Part thereof, as the ſaid *Alfred Alkin* the Father hath at any Time or Times heretofore made or charged of or upon the ſame or any Part thereof, either alone or together with any other Manors, Meſſuages, Lands or Hereditaments, and which are now ſubſiſting and in Force) to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) To the Uſe and Behoof of the ſaid *Alfred Alkin* Party hereunto, and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte (except voluntary

to be Tenants of the Freehold, that Recoveries may be ſuffered; Agreement for that Purpoſe.

The Uſes of the Recoveries declared,

(ſubject to Incumbrances by the Grantor's Father.)

To the Grantor (the Grandſon) for Life, *ſans* Waſte, except voluntary, &c.

tary Waſte in pulling down Houſes without rebuilding the ſame) and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Lambert Lant* and *Owen Oſborn* and their Heirs, during the Life of the ſaid *Alfred Alkin* Party hereunto, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *Alfred Alkin* Party hereunto, and his Aſſigns, during his Life to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe of the firſt Son of the Body of the ſaid *Alfred Alkin* Party hereunto, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, and of all and every other Son and Sons of the ſaid *Alfred Alkin* Party hereunto, lawfully to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then as to, for and concerning one Moiety or Half-Part of the ſaid Manors, Parks, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed (ſubject as aforeſaid) to the Uſe and Behoof of *Olivia Oldys* Daughter of the ſaid *Alfred Alkin* the Grandfather, for and during the Term of her natural Life; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Lambert Lant* and *Owen Oſborn*, and their Heirs, during the Life of the ſaid *Olivia Oldys*, in Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *Olivia Oldys* and her Aſſigns, during her Life, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit; and from and after her Deceaſe, then to the Uſe of the firſt Son of the Body of the ſaid *Olivia Oldys*, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, and of all and every other the Son and Sons of the Body of the ſaid *Olivia Oldys* ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of all and every the Daughter and Daughters of the ſaid *Olivia Oldys*, and the Heirs of the Body and Bodies of ſuch Daughter and Daughters lawfully to be begotten, ſeverally and reſpectively, as Tenants in Common, and not as Joint-Tenants; and in Caſe, and as often as any of ſuch Daughter or Daughters ſhall happen to die without Iſſue of her or their Body or Bodies, then, and ſo often, as to the Share or Part of her or them ſo dying without Iſſue, to the Uſe of the ſurviving Daughter or Daughters of the ſaid *Olivia Oldys*, and of the Heirs of her or their Body or Bodies lawfully to be begotten, as Tenants in Common, and not as Joint-tenants; and for Default of ſuch Iſſue, then to the Uſe of *Phœbe Alkin* the other Daughter of the ſaid *Alfred Alkin* the Grandfather, for and during the Term of her natural Life; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Lambert Lant* and *Owen Oſborn*, and their Heirs, during the Life of the ſaid *Phœbe Alkin*, in Truſt to preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries, or bring Actions, as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *Phœbe Alkin* and her Aſſigns, during her Life, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit; and from and after her Deceaſe, then to the Uſe of the firſt Son of the Body of the ſaid *Phœbe Alkin*, and of the Heirs Male of the Body of ſuch firſt Son lawfully

then to Truſtees to preſerve, &c.

then to his firſt and other Sons in Tail Male ſucceſſively;

then as to a Moiety to a Daughter of the Grandfather for Life,

then Truſtees to preſerve, &c.

then to her firſt and other Sons ſucceſſively in Tail Male;

then to her Daughters in Tail as Tenants in common, with CroſsRemainders between them;

for want of ſuch Iſſue, to another Daughter of the Grandfather for Life, then to Truſtees to preſerve, &c.

then to her firſt and other Sons ſucceſſively in Tail Male,

iſſuing; and for Default of ſuch Iſſue, then to the ſecond, third, fourth, and of all and every other Son and Sons of the ſaid *Phœbe Alkin*, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of all and every the Daughter and Daughters of the ſaid *Phœbe Alkin*, and of the Heirs of the Body and Bodies of ſuch Daughter or Daughters lawfully to be begotten, ſeverally and reſpectively, as Tenants in Common, and not as Joint-tenants; and in caſe and as often as any of ſuch Daughters of the ſaid *Phœbe* ſhall happen to die without Iſſue of her or their Body or Bodies, then and ſo often, as to the Share or Part of her or them ſo dying without Iſſue, to the Uſe of the ſurviving Daughter or Daughters of the ſaid *Phœbe*, and of the Heirs of her and their Body and Bodies lawfully to be begotten, as Tenants in Common, and not as Joint-tenants; and for Default of ſuch Iſſue, then to the Uſe of *Ruth Rich*, Siſter of the ſaid *Alfred Alkin* the Grandfather, for and during the Term of her natural Life; and from and after her Deceaſe, then to the Uſe of *Simon Rich*, Eſq; for and during the Term of his natural Life; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Lambert Lant* and *Owen Oſborn*, and their Heirs, during the Life of the ſaid *Simon Rich*, in Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries, or bring Actions, as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *Simon Rich* to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe of the firſt Son of the Body of the ſaid *Simon Rich* lawfully begotten or to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, and of all and every other the Son and Sons of the Body of the ſaid *Simon Rich* lawfully begotten or to be begotten, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his and their Body and Bodies iſſuing being always preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of all and every the Daughter and Daughters of the ſaid *Simon Rich*, and of the Heirs of the Body and Bodies of ſuch Daughter and Daughters lawfully to be begotten, ſeverally and reſpectively, as Tenants in Common, and not as Joint-tenants; and in caſe and as often as any of the ſaid Daughters of the ſaid *Simon Rich* ſhall happen to die without Iſſue of her or their Body or Bodies, then, as to the Share or Part of her or them ſo dying without Iſſue, to the Uſe of the ſurviving Daughter or Daughters of the ſaid *Simon Rich*, and of the Heirs of her and their Body and Bodies lawfully to be begotten, as Tenants in Common, and not as Joint-tenants; and for Default of ſuch Iſſue, then to the Uſe and Behoof of *Thomas Rich*, Eſq; for and during the Term of his natural Life, and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Lambert Lant* and *Owen Oſborn* and their Heirs, during the Life of the ſaid *Thomas Rich*, in Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *Thomas Rich* and his Aſſigns, during his Life, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe of the firſt Son of the Body of the ſaid *Thomas Rich* lawfully begotten, or to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, and of all and every other the Son and Sons of the Body of the ſaid *Thomas Rich* lawfully begotten or to be begotten, ſeverally, ſucceſſively, and in Remainder one after another,

Remainder to her Daughters in Tail as Tenants in Common,

Remainder to a Siſter of the Grandfather for Life, Remainder to her Son for Life, Remainder to Truſtees to preſerve, &c.

Remainder to his firſt and other Sons ſucceſſively in Tail Male,

Remainder to his Daughters in Tail as Tenants in Common, with Croſs Remainders,

Remainder to another of her Sons for Life, Remainder to Truſtees to ſupport,

Remainder to his firſt and other Sons ſucceſſively in Tail Male,

other, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons; the Elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of all and every the Daughter and Daughters of the ſaid *Thomas Rich*, and of the Heirs of the Body and Bodies of ſuch Daughter and Daughters lawfully to be begotten, ſeverally and reſpectively, as Tenants in Common, and not as Joint-tenants; and in caſe, and as often as any of the ſaid Daughters of the ſaid *Thomas Rich* ſhall happen to die without Iſſue of her or their Body or Bodies, then and ſo often, as to the Share or Part of her or them ſo dying without Iſſue, to the Uſe of the ſurviving Daughter and Daughters of the ſaid *Thomas Rich*, and to the Heirs of her and their Body and Bodies lawfully to be begotten, as Tenants in Common, and not as Joint-tenants; and for Default of all ſuch Iſſue, then to the Uſe of the right Heirs of the ſaid *Alfred Alkin* the Grandfather; And as to, for and concerning the other Moiety or half Part of the ſaid Manors, Parks, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed (ſubject as aforeſaid) from and after Failure of Iſſue Male of the Body of the ſaid *Alfred Alkin* Party hereto, to the Uſe of the ſaid *Phœbe Alkin* and her Aſſigns, for and during the Term of her natural Life; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Lambert Lant* and *Owen Oſborn*, and their Heirs, during the Life of the ſaid *Phœbe Alkin*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries, or bring Actions, as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *Phœbe* or her Aſſigns, during her Life, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit; and from and after her Deceaſe, then to the Uſe of the firſt Son of the Body of the ſaid *Phœbe Alkin* lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, and of all and every other the Son and Sons of the Body of the ſaid *Phœbe Alkin* lawfully to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every one of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his and their Body and Bodies iſſuing being always preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of all and every the Daughter and Daughters of the ſaid *Phœbe Alkin*, and the Heirs of the Body and Bodies of ſuch Daughter and Daughters lawfully to be begotten, ſeverally and reſpectively, as Tenants in Common, and not as Joint-tenants; and in caſe, and as often as any of the ſaid Daughters of the ſaid *Phœbe Alkin* ſhall happen to die without Iſſue of her or their Body or Bodies, then and ſo often the Share or Part of her or them ſo dying without Iſſue, to the Uſe of the ſurviving Daughter and Daughters of the ſaid *Phœbe Alkin*, and of the Heirs of her and their Body and Bodies lawfully to be begotten, as Tenants in Common, and not as Joint-tenants; and for Default of ſuch Iſſue, to the Uſe of the ſaid *Olivia Oldys* and her Aſſigns, for and during the Term of her natural Life; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Lambert Lant* and *Owen Oſborn* and their Heirs, during the Life of the ſaid *Olivia Oldys*, in Truſt to preſerve and ſupport the contingent Uſes and Eſtates hereinafter limited from being defeated or deſtroyed, and for that Purpoſe to make Entries, or bring Actions, as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *Olivia Oldys* and her Aſſigns, during her Life, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof; and from and after her Deceaſe, then to the Uſe of the firſt Son of the Body of the ſaid *Olivia Oldys* lawfully begotten or to be begotten, ſeverally, ſucceſſively and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Son and Sons, and

Remainder to his Daughters in Tail as Tenants in Common, with Croſs Remainders among them, Remainder to the right Heirs of the Grandfather,

And as to the other Moiety, on Failure of Iſſue Male of the now Grantor, to the ſecond Daughter of the Grandfather for Life, then to Truſtees to preſerve, &c.

Remainder to her firſt and other Sons in Tail Male ſucceſſively,

Remainders to her Daughters in Tail, with Croſs Remainders between them.

Remainder to the former Daughter of the Grandfather for Life, Remainder to Truſtees to preſerve, &c.

Remainder to her firſt and other Sons ſucceſſively in Tail Male,

and the Heirs Male of his and their Body and Bodies iſſuing being always preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of all and every the Daughter and Daughters of the ſaid *Olivia Oldys*, and of the Heirs of the Body and Bodies of ſuch Daughter and Daughters lawfully to be begotten, ſeverally and reſpectively, as Tenants in Common, and not as Joint-tenants; and in caſe, and as often as any of the ſaid Daughters of the ſaid *Olivia Oldys* ſhall happen to die without Iſſue of her and their Body or Bodies, then and ſo often, as to the Share or Part of her or them ſo dying without Iſſue, to the Uſe of the ſurviving Daughter or Daughters of the ſaid *Olivia Oldys*, and of the Heirs of her and their Body or Bodies lawfully to be begotten, as Tenants in Common, and not as Joint-Tenants; and for Default of ſuch Iſſue, then to the Uſe of the reſpective Grandchildren of *Urſula Veal*, Siſter of the ſaid *Alfred Alkin* the Grandfather, begotten on her Daughter by Mr. *Viner* and Mr. *Wall* reſpectively, for and during their reſpective Lives, as Tenants in Common, and not as Joint-tenants; and from and after the Determination of their reſpective Eſtates, then to the Uſe of the ſaid *Lambert Lant* and *Owen Oſborn* and their Heirs, during the reſpective Lives of the ſame Grandchildren, in Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries, or bring Actions, as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſame Grandchildren reſpectively, during their reſpective Lives, to receive and take the Rents, Iſſues and Profits thereof, to and for his and their own Uſe and Benefit; and from and after the ſeveral Deceaſes of the ſame Grandchildren, then to the Uſe of all and every the reſpective Sons and Daughters of ſuch Grandchildren, and the Heirs of their reſpective Bodies lawfully begotten, or to be begotten, as Tenants in Common, and not as Joint-tenants; and in caſe, and as often as any of ſuch Sons and Daughters of ſuch Grandchildren ſhall happen to die without Iſſue of his, her or their Body or Bodies, then and ſo often the Share or Part of him, her or them ſo dying without Iſſue, to the Uſe of the ſurviving Child or Children, Son or Sons, Daughter or Daughters of ſuch Grandchildren, and of the Heirs of his, her or their reſpective Body or Bodies lawfully to be begotten, as Tenants in Common, and not as Joint-tenants; and for Default of all ſuch Iſſue, then to the Uſe of the right Heirs of the ſaid *Alfred Alkin* the Grandfather for ever, and to, for or upon no other Uſes, Truſts, Intents or Purpoſes whatſoever. In Witneſs, *&c.*

Remainder to her Daughters in Tail as Tenants in Common, with Croſs Remainders,

Remainder for Life to the Grandchildren of another Siſter of the Grandfather, by a certain Daughter and her two Huſbands, Remainder to Truſtees to ſupport, *&c.*

Remainder to their Sons and Daughters in Tail, as Tenants in Common, Croſs Remainders,

Remainder to the right Heirs of the Grandfather.

A Settlement after Marriage, to provide for the Wife, who has ſurrendered her Jointure at the Huſband's Requeſt, and for three Daughters. He grants, &c. *to Truſtees, Lands to ſell Part; ſome of the Money to pay off a Mortgage, ſome to be laid out for the Wife's Benefit, and ſome for the Daughters. Out of the Lands not to be ſold, an Annuity to the Wife. A Term raiſed for the better Payment of it. For the more particular Directions,* &c. *ſee the Margin.* N° 7.

THIS Indenture tripartite, made the ſixteenth Day of *December Anno Domini* 1733. and in the ſeventh Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain, France* and *Ireland*, and ſo forth, between *Arthur Aſh* of *Bitton* in the County of *Cumberland*, Eſq; of the firſt Part; *Darby Deal* of *Egar* in the County of Flint, Eſq; *Guy Glynne* of *Harne* in the County of *Kent*, Eſq; and *Luke Lacy* of the Pariſh of *Emerton* in the County of *Flint*, Eſq; of the ſecond Part; and *Nicholas North* of *Olden* in the ſaid County of *Pembroke*, Bart. and *Ralph Rich* of *Sams* in the ſaid County of *Kent*, Eſq; of the third Part, witneſſeth, That for and in Conſideration of the Love and Affection which the ſaid *Arthur Aſh* hath and beareth unto *Tabitha Aſh* his Wife, and in Conſideration of the Portion or Fortune which he received with her on their Inter-marriage, and of her Jointure, which ſhe afterwards ſurrendered and gave up at his Requeſt, and for ſecuring to her a competent Proviſion of Maintenance during her

The Parties.

The Conſideration, *(inter alia)* the Wife's Jointure ſurrendred at the Huſband's Requeſt, *&c.*

and for providing for three Daughters, and Payment of Debts.

her Life, in caſe ſhe ſhall happen to ſurvive him the ſaid *Arthur Aſh*, and for making Proviſion for *Urſula Aſh*, *Tabitha Aſh* and *Winefred Aſh*, his three Daughters and only Children by the ſaid *Tabitha* his Wife, in Manner herein after mentioned, and for Payment of his juſt Debts which he ſhall owe at the Time of his Deceaſe, and which his perſonal Eſtate ſhall fall ſhort of paying; and for and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Arthur Aſh* in Hand paid by the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby

The Grant, Releaſe, &c.

acknowledged, he the ſaid *Arthur Aſh* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, their Heirs and Aſſigns, all that

The Parcels.

the Manor of *Xandale* in the County of *York*, with the Rights, Members and Appurtenances thereof, and all Rents, as well of Freehold as Cuſtomary and other Tenants of the ſaid Manor, and alſo all thoſe Meſſuages, Cottages, Lands, Tenements and Hereditaments lying within the late Foreſt of *Xandale* aforeſaid, or belonging thereunto, commonly called or known by the Name of the *Borough Ground*, and all Rents and Profits whatſoever reſerved, due and payable out of the ſame or any Part or Parcel thereof; and alſo all that Park in *Xandale* aforeſaid, called *Xandale Park*, heretofore diſparked and divided into ſeveral Cloſes and Parcels, and uſed as Meadow and Paſture Ground, containing together by Eſtimation fifteen hundred Acres or

General Words.

thereabouts, and alſo all Houſes, Edifices, Buildings, Barns, Stables, Court-Yards, Back-Sides, Mills, Dove-Houſes, Ways, Paſſages, Waters, Water-courſes, Lands, Tenements, Meadows, Paſtures, Leaſows, Feedings, Commons, Common of Paſture, Woods, Under-woods, Waſtes, Waſte-Grounds, Courts, Courts-Leet, Courts-Baron, View of Frankpledge, and all that to Courts-Leet, Courts-Baron and View of Frankpledge belongeth, Profits and Perquiſites of Courts, Rights, Royalties, Liberties, Franchiſes, Privileges, Juriſdictions, Fairs, Markets, Tolls, Cuſtoms, Deodands, Felons Goods, Goods waived and Goods of Fugitives, Rents, Reverſions, Services, Eaſements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Manor of *Xandale*, the *Borough-Ground*, Park and Premiſſes, or to any or either of them belonging, incident or appertaining, or with them, or any or either of them uſed, occupied or enjoyed, which Sir *Zacheus Aſh*, Grandfather of the ſaid *Arthur Aſh*, purchaſed of *Andrew*

Other general Words.

Aſtry, Eſq; and alſo all other the Manors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Parks, Waſte-Grounds, Meadows, Paſtures and Hereditaments whatſoever of him the ſaid *Arthur Aſh*, ſituate, lying or being in or within the ſeveral Pariſhes, Towns, Villages or Hamlets of *Xandale*, *Bruton* and *Crowton*, or

Exception of ſome Jointure-Lands.

any or either of them, or elſewhere in the ſaid County of *York*, (the Capital Meſſuage and Dwelling-Houſe called or known by the Name of *Dell-Hall*, and all other the Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances, in *Xandale* aforeſaid, and *Bruton* in the ſaid County of *York*, mentioned in and by one Indenture tripartite bearing Date the fourth Day of *May*, which was in the Year of our Lord 1704. to be ſettled on *Elizabeth Ellis*, afterwards Wife, and now Relict of *Zacheus Aſh*, Eſq; for her Jointure, always excepted and foreprized out

Other Parcels.

of theſe Preſents, and the Conveyance hereby made) and all that the Manor of *Bitton* in the County of *Cumberland*, with the Rights, Members and Appurtenances thereunto belonging, and alſo the Advowſon of the Church of *Bitton*, and all that the Capital Meſſuage called *Bitton-Hall*, ſituate in the Pariſh of *Bitton*, together with the Dove-Houſe and all other Edifices, Out-Houſes, Buildings, Barns, Stables, Court-Yards, Gardens, Orchards and Appurtenances to the ſaid Capital Meſſuage belonging, or in any wiſe appertaining, and alſo all the Lands and Grounds called,

Bargain for a Year mentioned.

[*Here follow more Parcels*] (All which ſaid Manors, Advowſon, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes, with their Appurtenances, (except before excepted) are now in the actual Poſſeſſion of the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Arthur Aſh* for the Term of one whole Year, in Conſideration of 5*s.* to him paid by the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, yearly and

General Words.

other

other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Arthur Aſh*, of, in, to or out of the ſaid Manors, Advowſon, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes, every or any Part or Parcel thereof (except before excepted;) To have and to hold the ſaid Manors, Advowſon, Meſſuages, Lands, Tenements, Rents, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, (except before excepted) with their Appurtenances, unto the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, their Heirs and Aſſigns for ever, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively, (that is to ſay) To the Uſe of the ſaid *Arthur Aſh* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Deceaſe of the ſaid *Arthur Aſh*, then as to, for and concerning the ſaid Manor of *Xandale*, and all thoſe Meſſuages, Park, Lands, Tenements, Rents, Hereditaments and Premiſſes in *Xandale*, *Bruton* and *Crowton*, any or either of them, or elſewhere in the ſaid County of *York*, (except before excepted) with their Appurtenances, to the Uſe of the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, their Heirs and Aſſigns for ever, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) Upon Truſt that they the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, or the Survivors or Survivor of them, or the Heirs of ſuch Survivor ſhall and do forthwith, or as ſoon as conveniently may be, after the Deceaſe of the ſaid *Arthur Aſh*, abſolutely ſell and diſpoſe of the ſaid Manor, Meſſuages, Foreſts, Park, Lands, Tenements, Rents, Hereditaments and Premiſſes laſt mentioned, either together or in Parcels, to the beſt Purchaſer or Purchaſers, and for the beſt Price or Prices which they can reaſonably get for the ſame, and the Receipt or Receipts of the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, or of the Survivors or Survivor of them, or the Heirs of ſuch Survivor, to be ſufficient Releaſes and Diſcharges to ſuch Purchaſer or Purchaſers, for his or their Purchaſe-Monies, for ſo much thereof for which ſuch Receipt or Receipts ſhall be given, without ſuch Purchaſer or Purchaſers being obliged to ſee to the Application, or being anſwerable for the Miſapplication of the ſaid Purchaſe-Monies, or any Part thereof; and upon this further Truſt, that they the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, or the Survivors or Survivor of them, or the Heirs of ſuch Survivor ſhall and do forthwith after ſuch Sale or Sales, pay, apply and diſpoſe of the Monies ariſing by ſuch Sale or Sales, to ſuch Perſon and Perſons, and in ſuch Proportions, Manner and Form as are herein after mentioned concerning the ſame, (that is to ſay) ſhall and do thereout in the firſt Place pay off and diſcharge the Sum of 8000 *l.* now due and owing to *Flavia Fox* on Mortgage and Security of the ſame Manor, Hereditaments and Premiſſes, and all Intereſt then in Arrear for the ſame, and ſhall and do thereout in the next Place pay the Sum of 20000 *l.* into the Hands of the ſaid *Nicholas North* and *Ralph Rich*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, or of ſuch other Truſtee or Truſtees as the ſaid *Tabitha Aſh* the Mother (if then living) ſhall in that Behalf nominate and appoint, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned and expreſſed of and concerning the ſame Sum; and ſhall and do thereout in the next Place pay the Sum of 24000 *l.* unto ſuch of them the ſaid *Urſula Aſh*, *Tabitha Aſh* and *Winefred Aſh*, the Daughters, as ſhall be living at the Death of the ſaid *Arthur Aſh*, equally to be divided amongſt them Share and Share alike, in Caſe they ſhall be all then living; and in Caſe one or more of ſuch Daughters ſhall be then dead without leaving any Child or Children of her or their Body or Bodies lawfully iſſuing who ſhall be living at the Death of the ſaid *Arthur Aſh*, then ſhall and do pay the ſame 24000 *l.* to the Survivors or Survivor of ſuch Daughter or Daughters equally between them Share and Share alike, in Caſe there be two ſuch Surviving Daughters, and if but one, then the whole to be paid to her; but in Caſe any one or more of the ſaid three Daughters of the ſaid *Arthur Aſh*, who ſhall be then dead, ſhall have left any Child or Children of her or their Body or Bodies lawfully iſſuing, who ſhall be then living, then ſhall and

Habendum.

To the Uſe of the Huſband for Life *ſans* Waſte, then as to Part,

to the Truſtees

to ſell,

(the Receipts of the Truſtees, &c. to be ſufficient to thePurchaſer,)

and to apply the Money,

in paying off a Mortgage,

and a Sum into the Hands of other Truſtees upon Truſts after mentioned,

and another Sum to the Daughters, or Survivor of them,

unleſs the Deceaſed has left Iſſue, &c.

do pay the Share or Shares of ſuch Daughter or Daughters ſo dying, unto her or their reſpective Child or Children, *viz.* the Child or Children of each Daughter ſo dying to have his, her or their Mothers Share equally amongſt them (if more than one) Share and Share alike; and in Caſe all the ſaid three Daughters ſhall be then dead, without leaving any Child or Children of her or their Body or Bodies, who ſhall be then living, then ſhall and do pay the ſame 24000 *l.* unto the Executors or Adminiſtrators of the ſaid *Arthur Aſh*; And ſhall and do thereout in the next Place pay off and diſcharge all the juſt Debts and Legacies of the ſaid *Arthur Aſh*, which his perſonal Eſtate ſhall not extend to pay. And laſtly, ſhall and do pay and diſpoſe of all the then Reſidue and Overplus of the Monies ariſing by ſuch Sale or Sales as aforeſaid, (after Deduction of the ſaid Truſtees Charges in Execution of the ſaid Truſts) unto ſuch Perſon and Perſons, and in ſuch Proportions, upon ſuch Contingencies, and in ſuch Manner and Form in all Reſpects as the ſaid Sum of 24000 *l.* is herein before directed to be paid. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſaid Sum of 20000 *l.* herein before directed to be paid to the ſaid *Nicholas North* and *Ralph Rich*, or ſuch other Truſtee or Truſtees to be nominated and appointed by the ſaid *Tabitha Aſh* the Mother as aforeſaid, was and is ſo directed to be paid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are herein after mentioned and expreſſed of and concerning the ſame Sum, (that is to ſay) Upon Truſt that they the ſame Truſtees, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall and do (with the Approbation of the ſaid *Tabitha Aſh* the Mother, if then living) lay out the ſaid Sum of 20000 *l.* on ſome publick or private Security or Securities at Intereſt, or lay out and inveſt the ſame in Stock or Annuities in ſome of the publick Companies or Funds, and ſhall and do pay and apply the yearly Intereſt, Profit and Produce thereof (or ſo much thereof as ſhall not be given away or diſpoſed of by the ſaid *Tabitha* in her Life-time, according to the Truſt next herein after for that Purpoſe declared) as they ſhall from Time to Time ariſe unto the ſaid laſt named *Tabitha* or her Aſſigns, or otherwiſe to permit her or them to receive the ſame during the Term of her natural Life; and upon further Truſt that they the ſame Truſtees ſhall and do pay and diſpoſe of the Sum of 6000 *l.* (Part of the aforeſaid Sum of 20000 *l.*) unto ſuch Perſon or Perſons, and in ſuch Parts and Proportions, Manner and Form as ſhe the ſame *Tabitha*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Deed or Inſtrument in Writing, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and executed reſpectively in the Preſence of two or more credible Witneſſes, ſhall give, diſpoſe, direct or appoint the ſame; and as to the Sum of 14000 *l.* Reſidue of the ſaid 20000 *l.*; and for want of ſuch Gift, Diſpoſition, Direction or Appointment, then as to the ſaid 6000 *l.* or ſo much thereof whereof no ſuch Gift, Diſpoſition, Direction or Appointment ſhall be made, upon Truſt that they the ſaid laſt named Truſtees ſhall and do immediately after the Deceaſe of the ſaid laſt named *Tabitha Aſh* pay and diſpoſe of the ſame Sums (after Deduction thereout of the ſame Truſtees Charges in Execution of the ſaid Truſts) unto ſuch Perſon and Perſons, and in ſuch Proportions, upon ſuch Contingencies, and in ſuch Manner and Form in all Reſpects as the ſaid Sum of 24000 *l.* is hereinbefore directed to be paid. And it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid laſt named Truſtees, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, with the Conſent and Approbation of the ſaid *Tabitha Aſh* the Mother, from Time to Time to lend and place out the ſaid Sum of 20000 *l.* ſo to be paid to them as aforeſaid, or any Part thereof, upon any publick or private Security or Securities, at Intereſt, or to lay out and inveſt the ſame, or any Part thereof, in the Purchaſe of Stock in the Bank of *England*, *South-Sea* Company or *Eaſt-India* Company, or in *South-Sea* or other Annuities, or other publick Stocks or Funds, and from Time to Time to call in ſuch Monies ſo lent or placed out on Security as aforeſaid, or to ſell and diſpoſe of ſuch Stocks or Annuities ſo to be purchaſed as aforeſaid, or any Part thereof, with ſuch Conſent and Approbation as aforeſaid, and again to lend, place out or inveſt the ſame, or any Part thereof, in Manner aforeſaid, as often as they

if all be dead Childleſs, then to his Executors; *&c.*

and to pay his Debts, in Aid of his perſonal Eſtate,

and the Reſidue (deducting Charges) as the other Truſt-Money, *&c.*

The Truſts declared of the Money to be paid to the other Truſtees,

to be laid out with the Wife's Approbation, on Security.

The Profits (not given away, *&c.* as after) to the Wife for Life,

Part of this Capital as ſhe ſhall appoint,

notwithſtanding Coverture,

as to the Reſidue (and if no Appointment as to the whole) after her Deceaſe, as the Money to the Daughters is before directed.

The Truſtees, with the Wife's Conſent, may place out this Truſt-Money on Security, *&c. toties quoties*;

ſhall think fit, with ſuch Conſent as aforeſaid, and upon the Truſts aforeſaid. And it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, That the Rents, Iſſues and Profits of the ſaid Manor, Meſſuages, Park, Lands, Hereditaments and Premiſſes herein before directed to be ſold as aforeſaid, from and immediately after the Deceaſe of the ſaid *Arthur Aſh*, and until the ſame ſhall be ſo ſold, ſhall go and be by the ſaid firſt named Truſtees paid and applied in the firſt Place for diſcharging the Intereſt of the ſaid 8000 *l.* due on Mortgage of the ſame Premiſſes, as the ſame Intereſt ſhall grow due; and ſubject thereto, then the Reſidue of the ſame Rents, Iſſues and Profits ſhall go and be paid to the Perſon and Perſons reſpectively, who by Virtue of theſe Preſents ſhall for the Time being be intitled unto the ſaid ſeveral Sums of 20000 *l.* and 24000 *l.* and in Proportion to their ſaid ſeveral and reſpective Shares and Intereſts in the ſame Sums, for their reſpective Maintenances and Support. And from and immediately after the Deceaſe of the ſaid *Arthur Aſh*, then as to, for and concerning the ſaid Manor of *Bitton*, Capital Meſſuage, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes in the ſaid County of *Cumberland*, with their Appurtenances, to the Uſe, Intent and Purpoſe, that ſhe the ſaid *Tabitha Aſh* the Mother (in Caſe ſhe happen to ſurvive him) and her Aſſigns, ſhall and may yearly and every Year, during the Term of her natural Life, have, receive and take by and out of the ſaid laſt mentioned Manor, Capital Meſſuage, Lands, Hereditaments and Premiſſes one Annuity, yearly Rent or Sum of 400 *l.* of lawful Money of *Great Britain* free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe; the ſame Annuity to be paid and payable to her the ſame *Tabitha Aſh* and her Aſſigns, at or in the common Dining-Hall in *Lincoln's Inn* in the County of *Middleſex*, at the four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) the Feaſt of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John Baptiſt*, St. *Michael* the Archangel and the Birth of our Lord *Chriſt*, by even and equal Portions; the firſt Payment thereof to begin and to be made on ſuch of the ſame Feaſts or Days of Payment as ſhall next happen after the Deceaſe of the ſaid *Arthur Aſh*; and to this further Uſe, Intent and Purpoſe, that if it ſhall happen that the ſaid Annuity, yearly Rent or Sum of 400 *l.* or any Part thereof ſhall be behind or unpaid by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Tabitha Aſh* the Mother and her Aſſigns, into and upon all and ſingular the ſaid laſt mentioned Manor, Capital Meſſuage, Lands, Hereditaments and Premiſſes, out of which the ſaid Annuity, yearly Rent or Sum of 400 *l.* is to be iſſuing as aforeſaid, or into and upon any Part or Parts thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to ſell and diſpoſe thereof according to due Courſe of Law, until ſhe or they ſhall be duly ſatisfied and paid the ſaid Annuity, yearly Rent or Sum of 400 *l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times in that Behalf aforementioned. Provided always, that in Caſe the ſaid Annuity, yearly Rent or Sum of 400 *l.* or any Part thereof ſhall happen to be behind or unpaid by the Space of forty Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *Tabitha Aſh* the Mother, and her Aſſigns, into and upon the ſaid Manor, Capital Meſſuage, Lands, Hereditaments and Premiſſes, out of which the ſaid Annuity, yearly Rent or Sum of 400 *l.* is to be iſſuing as aforeſaid, or into and upon any Part or Parts thereof in the Name of the Whole to enter, and the ſame to have, hold and enjoy, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall be thereby or therewith, or otherwiſe fully ſatisfied and paid the ſaid Annuity, yearly Rent or Sum of 4000 *l.* and all Arrears thereof, and alſo ſo much thereof as ſhall incur and grow due during ſuch Time as ſhe ſhall continue in Poſſeſſion of the ſame Premiſſes after ſuch Entry as aforeſaid; together with ſuch Loſs, Coſts, Charges, Damages and Expences, as ſhall be occaſioned by Non-payment thereof

The Rents of the Lands to be ſold after the Huſband's Deceaſe, to diſcharge the Intereſt of the Mortgage-Money;

the Reſidue to Perſons who would be entitled to the ſaid ſeveral Sums, &c.

As to the other Part of the Lands,

after the Death of the Huſband, an Annuity for Life to the Wife ſurviving;

and if unpaid by certain Days,

a Power to her to diſtrain:

If unpaid by a further Day,

a Power to enter and enjoy

until paid, &c.

and Coſts, &c.

and ſubject to the Annuity; thereof at the Days and Times herein before for that Purpoſe appointed. And as to, for and concerning the ſaid laſt mentioned Manor, Advowſon, Capital Meſſuage, Lands, Hereditaments and Premiſſes (ſo charged and chargeable with the ſaid Annuity, yearly Rent, or Sum of 400 *l.* and ſuch Remedies for the ſame as aforeſaid) from and immediately after the Deceaſe of the ſaid *Arthur Aſh*, to the

to Truſtees Uſe of the ſaid *Nicholas North* and *Ralph Rich*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and

for a Term, Term of Ninety-nine Years from thence next enſuing, and fully to be compleat

upon Truſts after, &c. and ended; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; And from and after the End, Expiration or other ſooner Determination

Remainder to the Grantor's Brother in Fee. of the ſaid Term of ninety-nine Years, and in the mean Time ſubject thereto, to the Uſe and Behoof of *George Aſh* of *London*, Eſq; (Brother of the ſaid *Arthur Aſh*) and of the Heirs, and Aſſigns of the ſaid *George Aſh* for ever. And as to,

The Truſts of the Term declared, for the better Payment of the Annuity; for and concerning the ſaid Term of ninety-nine Years herein before limited to the ſaid *Nicholas North* and *Ralph Rich*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them in Truſt for the further and better ſecuring of the Payment of the ſaid Annuity, yearly Rent or Sum of 400 *l.* unto the ſaid *Tabitha Aſh* the Mother for her Life, at the Days and

on Non-payment by certain Days, Times and in Manner aforeſaid; and therefore if the ſame Annuity or yearly Rent, or any Part thereof, ſhall happen to be behind and unpaid to her the ſaid *Tabitha* or her Aſſigns, by the Space of forty Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the

the Truſtees may raiſe it, ſaid *Nicholas North* and *Ralph Rich*, their Executors, Adminiſtrators and Aſſigns, from Time to Time, by and out of the ſaid Rents, Iſſues and Profits of the ſaid Manor, Advowſon, Capital Meſſuage, Lands, Hereditaments and Premiſſes ſo to them limited for ninety-nine Years as aforeſaid, or by demiſing, leaſing or mortgaging the ſame Premiſſes, or any Part thereof, for all or any Part of the ſame Term, to raiſe, levy and pay ſuch Sum and Sums of Money as ſhall be ſufficient to pay and ſatisfy unto the ſaid *Tabitha Aſh* the Mother, or her Aſſigns, during her natural Life the ſaid Annuity, yearly Rent or Sum of 400 *l.* or ſo much there-

and Charges, of as ſhall from Time to Time ſo happen to be behind and unpaid; together with all ſuch Coſts, Charges and Expences as ſhe the ſame *Tabitha*, or the ſaid *Nicholas North* and *Ralph Rich* her Truſtees, their Executors, Adminiſtrators or Aſſigns, or any of them, ſhall ſuſtain, expend or be put unto for or by Reaſon of the Nonpayment thereof at the Days and Times, and in Manner herein firſt be-

and to permit the Remainder-Man to receive the Reſidue. fore in that Behalf mentioned; and upon this further Truſt, that they the ſaid laſt named Truſtees, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *George Aſh*, his Heirs and Aſſigns, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſaid laſt mentioned Premiſſes (over and above what ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid Annuity, yearly Rent or Sum of 400 *l.* and all Arrears thereof, and all Coſts, Charges and Expences attending the Execution of the aforeſaid

Proviſo for ceaſing the Term on her Death and Payment of all Arrears, &c. Truſts) to and for his and their own Uſe and Benefit. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Deceaſe of the ſaid *Tabitha Aſh* the Mother, and Payment of all Arrears which ſhall be then due of the ſaid Annuity, yearly Rent or Sum of 400 *l.* (if any ſuch there ſhall then happen to be) together with all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts, then and at all Times from thenceforth the ſaid Term of ninety-nine Years of and in the ſaid Manor, Advowſon, Capital Meſſuage, Lands, Hereditaments and Premiſſes therein compriſed, or ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe and determine, and be utterly void to all Intents and Purpoſes; any Thing herein contained to the contrary

The Proviſions *ſupra* to be in Bar of Dower, &c. thereof in any wiſe notwithſtanding. And it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid ſeveral Proviſions in Money, and the ſaid Annuity or Rent-charge herein before directed, limited and appointed for the Benefit of the ſaid *Tabitha Aſh* the Mother as aforeſaid,

is to be in full of her Dower and Thirds at Common Law, and of all other her cuſtomary Part or Share, Claim and Demand whatſoever, of, in, to or out of all or any Part of the Real and Perſonal Eſtate of the ſaid *Arthur Aſh* which he ſhall die ſeiſed or poſſeſſed of, or intitled unto at his Death, or which he hath been, is or ſhall be ſeiſed or poſſeſſed of, or intitled unto at any Time during the Coverture between them (other than and except what he may voluntarily leave or give her by his Will or otherwiſe). Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *Arthur Aſh* at any Time during his Life, by Indenture under his Hand and Seal, to make ſuch Leaſes of the ſaid Manors, Park, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned ſo to be, or any Part or Parts thereof, as are herein after mentioned, (that is to ſay) to leaſe or demiſe the ſame Premiſſes, or any Part or Parts thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing, by Way of Fine or Income, for or in Reſpect of ſuch Leaſe or Leaſes; and as to ſuch Part or Parcel, Parts or Parcels of the ſaid Premiſſes as have been uſually let or granted for Lives or Years determinable upon Lives, to leaſe, demiſe or grant the ſame, or any Part thereof, to any Perſon or Perſons for one, two or three Life or Lives, or for any Term or Number of Years determinable on one, two or three Life or Lives, in Poſſeſſion or Reverſion, ſo as there be not more than three Lives in Being at any one Time whereon any of ſuch Leaſes do depend; and ſo as the ancient and accuſtomed Rents, Heriots, Duties or Services, or more be thereupon reſerved during the Continuance of ſuch Leaſes; and ſo as none of the aforeſaid Leaſes to be made reſpectively as aforeſaid, be made diſpuniſhable of Waſte by any expreſs Words therein; and ſo as in every of the ſaid Leaſes there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided always nevertheleſs, and it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Arthur Aſh* from Time to Time, and at any Time or Times hereafter during his Life, at his own free Will and Pleaſure, and without any Control, by any Writing or Writings under his Hand and Seal executed in the Preſence of two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing to be by him ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, to revoke, alter, make void or change all and every or any the Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts, Powers and Limitations herein before made, declared, limited or appointed of or concerning all and every or any of the ſaid Manors, Advowſon, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, and by the ſame Writing or Writings, or laſt Will and Teſtament in Writing, or by any other Writing or Writings to be by him ſigned, ſealed and atteſted reſpectively as aforeſaid, to limit, declare or appoint any new or other Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts, Power or Powers of or concerning the ſame Manors and Premiſſes, or ſo much or ſuch Part or Parts thereof whereof or concerning which ſuch Revocation or Alteration ſhall be made as aforeſaid, and ſo from Time to Time, and as often as he ſhall think fit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, *Nicholas North* and *Ralph Rich*, and ſuch other Truſtee or Truſtees as may happen to be nominated and appointed as aforeſaid, and each and every of them, their and each and every of their Heirs, Executors and Admini-

Leaſing Power to the Huſband,

with Reſtrictions.

Power as to Part uſually let for Lives, &c.

A compleat Power of Revocation.

Proviſo that Truſtees may reimburſe themſelves, &c.

Adminiſtrators, in the firſt Place by and out of the ſaid Truſt Eſtates, Monies and Premiſſes to deduct and reimburſe him and themſelves reſpectively all ſuch Loſſes, Coſts, Damages, Charges and Expences as they or any of them ſhall or may reſpectively ſuſtain, expend or be put unto, for or by Reaſon of the Truſts hereby in them reſpectively repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto; and alſo that they the ſaid Truſtees or any of them, their or any of their Heirs, Executors or Adminiſtrators, ſhall not be anſwerable for any more Monies than they reſpectively ſhall actually receive by Virtue of theſe Preſents, nor for any Loſs which ſhall happen of the ſame Monies or any Part thereof, ſo as the ſame happen without their wilful Default; nor the one of them for the other or others of them, or for the Acts, Deeds, Receipts or Diſburſements of the Heirs, Executors or Adminiſtrators of the other or others of them, but each of them only for his own Acts, Deeds, Receipts, Diſburſements, Heirs, Executors and Adminiſtrators. And the ſaid *Arthur Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, their Heirs, Executors and Adminiſtrators, that the ſaid *Arthur Aſh* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him or them, (except the ſaid *Eliza Ellis* in Reſpect only of her ſaid excepted Eſtate and Intereſt) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, or the Survivor of them, his Executors or Adminiſtrators, but at the Coſts and Charges in the Law of the ſaid *Arthur Aſh* or his Heirs, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Feoffment, Common Recovery or otherwiſe howſoever, for the further, better, more perfect and abſolute Granting and Conveying of the ſaid Manors, Advowſons, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, to and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively as aforeſaid, as by the ſaid *Darby Deal*, *Guy Glynne* and *Luke Lacy*, or the Survivor of them, his Executors or Adminiſtrators, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

and each to anſwer only for his own wilful Default.

The Grantor covenants to make further Aſſurances.

A Settlement

A Settlement after Marriage. The Wife being intitled to Money Legacies by the Wills of an Uncle and a Brother; and the Husband being intitled to an Eſtate in Jamaica; *and the Husband and Wife having by a former Deed aſſigned the Uncle's Legacy to a Truſtee, and directed how he ſhould apply the Intereſt (as in the Margin) and the Husband having covenanted to pay ſome* Jamaica *Money to the Truſtee, to be with this Legacy, inveſted in a Purchaſe; the Husband's Money not being paid, his Deed directs her two Legacies to be laid out in Purchaſes to be ſettled to different Uſes. The Truſtee ſettles Freehold, and agrees to ſurrender Copyhold, ſeverally, to the ſeveral Uſes (by Conſent) the latter to the Uſe of the Wife. See the Margin.* N° 8.

THIS Indenture tripartite made the 22d Day of *March Ann. Dom.* 1727. and in the firſt Year of the Reign of our Sovereign Lord *George*, &c. between *Auſtin Aſton* of *Bradden-Hall* in the Pariſh of *Bradden* in the County of *Carmarthen*, Eſq; eldeſt Son and Heir of *Charles Carr* late of *London*, Eſq; deceaſed, by *Dorothy* his late Wife alſo deceaſed, and alſo Nephew and Heir of *Ezra Aſton* late of *Bradden-Hall* aforeſaid, Eſq; alſo deceaſed, and one of the Executors in his laſt Will and Teſtament named, of the firſt Part; *Francis Foot* of *London*, Eſq; and *George Carr* of the Pariſh of *Hennon* in the County of *Kent*, Eſq; of the ſecond Part; and *Luke Lant* of the Iſland of *Jamaica*, Eſq; and *Mary Lant* his Wife, one of the Daughters of the ſaid *Charles Carr*, deceaſed, of the third Part. Whereas the ſaid *Ezra Aſton* did by his laſt Will and Teſtament duly executed, bearing Date the fifteenth Day of *May* in the Year of our Lord 1708. give and bequeath unto the ſaid *Mary* Wife of the ſaid *Luke Lant*, by the Name of his loving Niece *Mary Carr* 1000 *l.* of lawful Money of *England*, to be paid her by his Nephew *Auſtin Carr* (now the ſaid *Auſtin Aſton*) one of his Executors, at the Day of her Marriage, and in the mean Time 50 *l. per Annum* by quarterly Payments, from the Time of his Deceaſe, during the Term of her natural Life, towards her Support and Maintenance, but the ſaid 50 *l. per Annum* to ceaſe whenever ſhe ſhould be paid the ſaid 1000 *l.* And whereas *Nahum Lant* late of the ſaid Iſland of *Jamaica*, Eſq; deceaſed, Father of the ſaid *Luke Lant*, did by his laſt Will and Teſtament, dated the eighth Day of *May* 1710. give and bequeath to the ſaid *Luke Lant* the Sum of 4000 *l.* current Money of *Jamaica*, 2000 *l.* whereof to be paid to him immediately on his Arrival in *Jamaica*, and the other 2000 *l.* to be paid him within twelve Months after, with ſeveral other Bequeſts and Legacies; as by the ſaid recited Wills, Relation being thereunto reſpectively had, may (among other Things) more fully appear. And whereas by Indenture dated the thirteenth Day of *January* which was in the Year of our Lord 1711. and made between the ſaid *Luke Lant* by the Name of *Luke Lant* of the Pariſh of *Hennon* aforeſaid, Gentleman, and *Mary* his Wife, of the one Part, and the ſaid *Auſtin Aſton*, by the Name of *Auſtin Aſton* of *London*, Merchant, of the other Part, reciting to the Effect as is herein before recited, and that the ſaid *Luke Lant* had then lately intermarried with the ſaid *Mary Carr*, having before ſuch his Marriage made no Settlement or Proviſion for her or the Iſſue of that Marriage; the ſaid *Luke Lant* and *Mary* his Wife, in Conſideration of 5 *s.* to them paid by the ſaid *Auſtin Aſton*, and in Performance of a Promiſe and Agreement made before their ſaid Intermarriage, and for other good Cauſes, did grant, bargain, ſell, aſſign and ſet over unto the ſaid *Auſtin Aſton* as well the ſaid Legacy, or Sum of 1000 *l.* given to the ſaid *Mary* by the ſaid Will of the ſaid *Ezra Aſton*, as the ſaid Annuity or Sum of 50 *l. per Annum* likewiſe given and payable to her, till the ſaid 1000 *l.* ſhould become payable and be paid to her, and all the Benefit and Advantage to be had thereby, and all the Right, Title, Intereſt, Property, Claim and Demand whatſoever of them the ſaid *Luke Lant* and *Mary* his Wife, and each of them, of, in, or to the ſaid Legacy or Legacies, Sum or Sums of Money therein or thereby

The Parties.

A Will recited, by which an Uncle gave to the Wife of the third Party a Sum, &c.

Another Will by the Huſband's Father, recited, leaving Legacies to him.

A Deed recited, by which the Huſband and Wife aſſigned her Legacy, &c. to a Truſtee.

given or mentioned, To hold the ſame unto the ſaid *Auſtin Aſton*, his Executors, Adminiſtrators and Aſſigns, upon ſuch Truſts as are therein and herein after mentioned (that is to ſay) That the ſaid *Auſtin Aſton*, his Executors, Adminiſtrators and Aſſigns, ſhould from Time to Time, during the joint Lives of them the ſaid *Luke Lant* and *Mary* his Wife, pay the ſaid 50 *l. per Annum*, being the Intereſt of the ſaid Sum of 1000 *l.* by even quarterly Payments to the ſaid *Luke Lant* whilſt in *Great Britain*; but in the Abſence of the ſaid *Luke Lant* in any Parts beyond the Seas, then he the ſaid *Auſtin Aſton* ſhould pay the ſaid 50 *l. per Annum* to her the ſaid *Mary Lant*; and upon further Truſt that if the ſaid *Mary Lant* ſhould ſurvive the ſaid *Luke Lant* her Huſband, that then the ſaid *Auſtin Aſton* ſhould within ſix Months after the Deceaſe of the ſaid *Luke* (if the ſaid Money ſhould ſo ſoon be raiſed out of the Eſtate of the ſaid *Ezra Aſton)* pay or cauſe to be paid the ſaid whole principal Sum of 1000 *l.* to her the ſaid *Mary Lant*, her Executors or Adminiſtrators; or if it ſhould happen that the ſaid *Mary Lant* ſhould depart this Life before her ſaid Huſband, leaving Iſſue of that Marriage living at the Time of her Death, then in Truſt that the ſaid *Auſtin Aſton* ſhould pay the ſaid 50 *l. per Annum*, being the Intereſt of the ſaid 1000 *l.* to the ſaid *Luke Lant* by even quarterly Payments during his Life, and after his Death ſhould apply the ſame towards the Support and Maintenance of ſuch Iſſue till they ſhould reſpectively attain their ſeveral Ages of 21 Years, or Day or Days of Marriage, which ſhould firſt happen; and then ſhould pay unto ſuch Iſſue the ſaid whole principal Sum of 1000 *l.* in ſuch Manner, and by ſuch Proportions as the ſaid *Luke Lant* ſhould by any Writing duly made and executed under his Hand and Seal in his Life-time, or by his laſt Will in Writing direct, limit or appoint; and in Default of ſuch Direction and Appointment, then to ſuch Children in equal Proportion, Share and Share alike; but in Caſe the ſaid *Luke Lant* ſhould happen to ſurvive the ſaid *Mary* his Wife, having no Iſſue by her living at the Time of her Death, or if ſuch Iſſue living at her Death ſhould happen to die in the Life-time of the ſaid *Luke Lant*, then in Truſt that the ſaid *Auſtin Aſton*, his Heirs, Executors or Adminiſtrators, ſhould in either of theſe Caſes well and truly pay the ſaid principal Sum of 1000 *l.* (if the ſame could be ſo ſoon raiſed out of the Eſtate of the ſaid *Ezra Aſton)* to the ſaid *Luke Lant*, his Executors, Adminiſtrators or Aſſigns. In which ſaid Indenture it was provided, that if the ſaid *Luke Lant*, his Executors or Adminiſtrators, ſhould at any Time then after, pay into the Hands of the ſaid *Auſtin Aſton*, his Executors or Adminiſtrators, the further Sum of 2000 *l.* as the ſame was current in *Jamaica* (Part of the ſaid Sum of 4000 *l.* given to him by the Will of the ſaid Father *Nahum Lant* as aforeſaid) that then as well the ſaid Sum of 1000 *l.* (as ſoon as the ſame could be raiſed out of the Eſtate of the ſaid *Ezra Aſton)* as the ſaid Sum of 2000 *l. Jamaica* Money ſhould be laid out by the ſaid *Auſtin Aſton*, his Heirs, Executors or Adminiſtrators, in his or their own Names, on the beſt Purchaſe or Purchaſes of Lands or Houſes, either in Fee or for a Term of Years, as could be got for the ſame, in Truſt for the ſaid *Luke Lant* and *Mary* his Wife, and the Iſſue of that Marriage, in the ſame Manner as the ſaid 1000 *l.* principal Money, and 50 *l. per Annum* for the Intereſt thereof was therein before ſettled and aſſured: And the ſaid *Luke Lant* did covenant to return and pay the ſaid Sum of 2000 *l. Jamaica* Money, from the ſaid Iſland to the Hands of the ſaid *Auſtin Aſton*, his Executors or Adminiſtrators, to be kept, paid and applied upon the Truſts (as to the principal Sum and the Intereſt thereof) as the ſaid Sum of 1000 *l.* and the Intereſt thereof was therein before intended to be paid and applied, until the ſaid 1000 *l.* ſhould become payable, and could be raiſed out of the ſaid *Ezra Aſton*'s Eſtate, and until a proper Purchaſe for both the ſaid Sums could be procured, and then in Truſt to be laid out by the ſaid *Auſtin Aſton*, his Executors or Adminiſtrators, together with the ſaid 1000 *l.* on ſuch Purchaſe as aforeſaid; And further, that ſhe the ſaid *Mary Lant* ſhould at all Times then after have, receive and enjoy all Lands, Houſes, Goods and Chattels whatſoever which ſhould fall, deſcend, be deviſed, given or otherwiſe come to her by the Death, Will or Gift of any of her Relations, or any other Perſon or Perſons whatſoever (except the Lands or Produce thereof, which by the Settlement of her late Father the ſaid *Charles Carr*, would come to her after the Death of her Mother *Olivia Carr*, or any other Eſtate which might come to her by the ſaid Will of the ſaid *Ezra Aſton)* in Severalty

during their joint Lives to pay the Huſband the Intereſt, unleſs beyond Sea, and then to her; and after his Deceaſe, the Principal to her ſurviving;

or if ſhe die firſt, leaving Iſſue, then the Intereſt to the Huſband for Life; and after his Death, for the Maintenance of the Iſſue till a certain Time, and then the Principal as the Father ſhould appoint; if no Appointment, then equally.

If the Huſband ſurvive, and no Iſſue, *&c.* the Principal to the Huſband;

Provided, that if he pay to the Truſtee a certain Sum *Jamaica* Currency, Part of the Legacy from his Father, the Truſtee to lay out both Sums in a Purchaſe in Fee, or for Years, in Truſt for Huſband, Wife and Iſſue, as her Legacy is ſettled,

and the Huſband covenanted to return that Sum to the Truſtee from *Jamaica*, to be applied, *&c.*

and that the Wife ſhould enjoy Lands and Goods which ſhould come to her, (except ſome ſettled Lands)

to her own ſole proper and peculiar Uſe, without the Interruption or Intermeddling of him the ſaid *Luke Lant*, his Executors or Adminiſtrators; and that he the ſaid *Luke Lant* ſhould at all Times then after do and execute every ſuch further Act or Deed for the conveying and aſſuring the ſame to the ſaid *Auſtin Aſton*, his Heirs, Executors or Adminiſtrators, in Truſt for the ſeparate Uſe of the ſaid *Mary Lant*, as he the ſaid *Auſtin Aſton*, his Heirs, Executors or Adminiſtrators ſhould for that Purpoſe deviſe or require; as by the ſaid recited Indenture, Relation being thereunto had, may (among other Things) more fully appear. And whereas *Simon Carr*, late of *London*, Eſq; deceaſed, by his laſt Will in Writing, bearing Date on or about the fourteenth Day of *March* in the Year of our Lord 1719. did (among other Things) give and bequeath unto his Siſter the ſaid *Mary Lant* the Sum of 1000*l.* Sterling, and of his ſaid Will did make his Brother the ſaid *Auſtin Aſton* whole Executor and reſiduary Legatee, who has taken on him the Burden of the Execution of the ſaid Will: And whereas both the ſaid two ſeveral Legacies or Sums of 1000*l.* and 1000*l.* in and by the ſaid ſeveral recited Wills of the ſaid *Ezra Aſtin* and *Simon Carr* given to the ſaid *Mary Lant* as aforeſaid, yet remain in the Hands of the ſaid *Auſtin Aſton*, but the Intereſt incurred due upon, or for both the ſame Legacies, and every Part thereof, hath been fully anſwered and paid by him the ſaid *Auſtin Aſton* unto, or to the Order of them the ſaid *Luke Lant* and *Mary* his Wife, or one of them, until the Day of the Date hereof, which they the ſaid *Luke Lant* and *Mary* his Wife do hereby own and acknowledge: And whereas no Part of the ſaid Sum of 2000 *l.* *Jamaica* Money, in and by the ſaid recited Indenture covenanted to be returned and paid by the ſaid *Luke Lant* to the Hands of the ſaid *Auſtin Aſton* as aforeſaid, hath been yet paid or returned, and it is yet uncertain when the ſame or any Part thereof may be ſo returned or paid: And whereas the ſaid *Luke Lant* and *Mary* his Wife have deſired and requeſted the ſaid *Auſtin Aſton* to lay out and inveſt the ſaid Legacy or Sum of 1000*l.* given to the ſaid *Mary Lant* in and by the ſaid Will of the ſaid *Ezra Aſton*, in a Purchaſe of Lands or Hereditaments to be ſettled upon ſuch Truſts, and in ſuch Manner as in and by the ſaid Indenture is mentioned and agreed upon concerning the ſame 1000*l.* and have likewiſe deſired and requeſted him the ſaid *Auſtin Aſton* to lay out and inveſt the ſaid Legacy or Sum of 1000*l.* given to the ſaid *Mary Lant* in and by the ſaid Will of the ſaid *Simon Carr*, in a Purchaſe of Lands or Hereditaments to be ſettled to and for the ſole and ſeparate Uſe and Benefit of her the ſaid *Mary Lant*, in Purſuance of the ſaid recited Covenant and Agreement on the Part of the ſaid *Luke Lant* in the ſaid recited Indenture contained, concerning Lands, Houſes, Goods or Chattels which ſhould fall, deſcend, be deviſed, given or otherwiſe come to her the ſaid *Mary* in Manner therein and herein before in that Behalf mentioned; and the ſaid *Auſtin Aſton* hath thereupon offered and propoſed to the ſaid *Luke Lant* and *Mary* his Wife, to convey and ſettle the Garden Ground and Hereditaments herein after mentioned to be hereby granted and releaſed, with their Appurtenances, in Lieu, Recompence and full Satisfaction of and for the ſaid Legacy or Sum of 1000*l.* by the ſaid Will of the ſaid *Ezra Aſton* given to the ſaid *Mary Lant* as aforeſaid, and of and for the Lands or Houſes in the ſaid recited Indenture agreed to be purchaſed with the ſame 1000*l.* and alſo hath offered and propoſed to ſurrender and ſettle the Copyholds Lands and Hereditaments herein after covenanted to be ſurrendered, with their Appurtenances, in Truſt for the ſole and ſeparate Uſe of the ſaid *Mary Lant*, in Purſuance of the ſaid recited Covenant of the ſaid *Luke Lant* in that Behalf, and in Lieu, Recompence and full Satisfaction of and for the ſaid Legacy or Sum or 1000*l.* by the ſaid Will of the ſaid *Simon Carr* given to the ſaid *Mary Lant* as aforeſaid, to which ſaid Offers and Propoſals they the ſaid *Luke Lant* and *Mary* his Wife have conſented and agreed, and do hereby conſent and agree. Now this Indenture witneſſeth, that in Purſuance and Part of Performance of the ſaid recited Agreements on the Part of the ſaid *Auſtin Aſton* to be done and performed, and in Conſideration, Lieu, Recompence and full Satisfaction of and for the ſaid Legacy or Sum of 1000*l.* in and by the ſaid Will of the ſaid *Ezra Aſton* given to the ſaid *Mary Lant* as aforeſaid, and for conveying, ſettling and aſſuring the Garden Ground and Hereditaments herein after mentioned to be hereby granted and releaſed, with their Appurtenances, to ſuch Uſes, upon ſuch Truſts, and in ſuch Manner as are herein after mentioned and declared, or referred to, of and concerning the ſame, and in Conſideration of the Sum

to her ſole Uſe, and that the Huſband ſhould aſſure the ſame accordingly.

A Will of her Brother recited, which gives her a Sum, and makes the Truſtee Executor and reſiduary Legatee;

A Recital that both her Legacies are in the Hands of the Truſtee, but the Intereſt has been paid, but that no Part of the Huſband's Legacy has been paid to the Truſtee, and it is uncertain when it will; and that Huſband and Wife have deſired, that her firſt Legacy be laid out in a Purchaſe, and ſettled as agreed by the recited Indenture; and that her ſecond Legacy be laid out, *&c.* and ſettled for her ſeparate Uſe, and that the Truſtee has propoſed to ſettle Lands, *&c.* in Lieu of the firſt Sum; and to ſurrender and ſettle Copyholds, for her ſeparate Uſe, in Lieu of the ſecond Sum; to which Huſband and Wife have conſented.

The Conſideration.

of 10*s.* of lawful Money of *Great Britain* to the ſaid *Auſtin Aſton* in Hand paid by the ſaid *Francis Foot* and *George Carr* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Auſtin Aſton*, at the Deſire and Requeſt, and by the Direction and Appointment of the ſaid *Luke Lant* and *Mary* his Wife (teſtified by their being Parties to and their Sealing and Delivery of theſe Preſents) hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Francis Foot* and *George Carr*, their Heirs and Aſſigns, all thoſe five Acres and a Half, be the ſame more or leſs, of Land or Garden Ground, with their Appurtenances, lying and being in *Panto* Marſh in the Pariſh of *Panto* in the County of *Radnor*, now or late in the Tenure, Poſſeſſion or Occupation of *Simon Carr*, his Aſſigns, Leſſees or Under-tenants, by Virtue of a Leaſe to him thereof made by the ſaid *Charles Carr*, deceaſed, by Indenture dated on or about the ninth Day of *Auguſt* 1690. for the Term of fifty-one Years from the Feaſt-Day of the Nativity of St. *John* Baptiſt then laſt paſt, at and under the yearly Rent of 40 *l.* payable quarterly as therein is mentioned; and alſo all Fruit Trees and other Trees upon the ſame Ground, or any Part thereof, ſtanding, growing or being, or to ſtand, grow or be; and all Hedges, Ditches, Walls, Fences, Ways, Paſſages, Waters, Water-courſes, Commons, Common of Paſture, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever to the ſame Land or Garden Ground, Hereditaments and Premiſſes, or any Part thereof belonging or appertaining, or therewith or with any Part thereof uſed, occupied, poſſeſſed or enjoyed (all which ſaid Land or Garden Ground, Hereditaments and Premiſſes herein before granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Francis Foot* and *George Carr*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Auſtin Aſton* for the Term of one whole Year, in Conſideration of 5*s.* to him paid by the ſaid *Francis Foot* and *George Carr*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion, made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Auſtin Aſton*, of, in, to or out of the ſaid hereby granted and releaſed Land or Garden Ground, Hereditaments and Premiſſes or any Part or Parcel thereof; To have and to hold the ſaid Land or Garden Ground, Hereditaments, and all and ſingular other the Premiſſes herein before granted and releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, to the ſaid *Francis Foot* and *George Carr*, their Heirs and Aſſigns, to and for the Uſe and Behoof of them the ſaid *Francis Foot* and *George Carr*, and of their Heirs and Aſſigns for ever; in Truſt nevertheleſs for ſuch Perſon and Perſons, Uſes, Intents and Purpoſes, and in ſuch Parts, Shares and Proportions, and for ſuch Eſtate and Eſtates, and Intereſts therein, and in ſuch Manner and Form as in and by the ſaid recited Indenture were mentioned and declared, or agreed upon, of and concerning the ſaid laſt mentioned Legacy or Sum of 1000 *l.* and the Intereſt thereof; and as the Lands or Houſes in and by the ſame Indenture agreed to be purchaſed with the ſame 1000 *l.* were thereby agreed to go and be, according to the Purport, true Intent and Meaning of the ſame Indenture, or as near thereto as may be, and the Law will permit; and to, for or upon no other Uſe, Truſt, Intent or Purport whatſoever. And this Indenture further witneſſeth, and the ſaid *Auſtin Aſton* in further Purſuance and full Performance of the ſaid recited Agreements on his Part to be done and performed, and in Conſideration, Lieu and Recompence, and full Satisfaction of and for the ſaid Legacy or Sum of 1000 *l.* in and by the ſaid Will of the ſaid *Simon Carr* given to the ſaid *Mary Lant* as aforeſaid, and at the Deſire and Requeſt, and by the Direction and Appointment of the ſaid *Luke Lant* and *Mary* his Wife (teſtified as aforeſaid) doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Francis Foot* and *George Carr*, their Heirs, Executors and Adminiſtrators, and every of them, that he the ſaid *Auſtin Aſton*, or his Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the Copyhold or Cuſtomary Lands and Hereditaments next herein

The Truſtee grants, releaſes, &c. to Truſtees.

The Parcels.

General Words.

Bargain, &c. for a Year mentioned.

General Words.

Habendum

in Truſt as by the recited Indenture.

In Conſideration of the ſecond Legacy to the Wife, the Truſtee covenants

herein after mentioned, from, by or under, or in Truſt for him the ſaid *Auſtin Aſton* or the ſaid *Charles Carr* his late Father, ſhall and will forthwith, or ſo ſoon as conveniently may be at the Coſts and Charges of the ſaid *Luke Lant* and *Mary* his Wife, ſurrender, or cauſe and procure to be ſurrendered into the Hands of the Lord of the Manor of *Tamton* in the ſaid County of *Radnor*, all thoſe nine Acres, more or leſs, of Meadow, Arable Land or Garden Ground with their Appurtenances, lying and being within, or held of the ſaid Manor of *Tamton*, and now or late divided into two or more Parcels; to which ſaid Meadow, Arable Land or Garden Ground and Premiſſes laſt mentioned, the ſaid *Auſtin Aſton* was admitted, to him and his Heirs, as Heir of the ſaid *Ezra Aſton* at a Court held for the ſaid Manor on or about the ſixth Day of *June* 1726. which ſaid Meadow, Arable Lands, Garden Ground, Hereditaments and Premiſſes laſt mentioned, now are, or late were in the Tenor, Poſſeſſion or Occupation of *George Carr*, Gardener, his Aſſigns, Leſſees or Under-tenants, by Virtue of a Leaſe to him thereof made by the ſaid *Charles Carr*, deceaſed, by Indenture dated on or about the thirteenth Day of *October* 1700. for the Term of fifty one Years, from the Feaſt of the Annunciation of the bleſſed Virgin *Mary* then laſt paſt, at and under the yearly Rent of 40 *l.* payable Half-yearly, as therein is mentioned; And alſo all Fruit-Trees, and other Trees, ſtanding, growing or being, or to ſtand, grow or be in or upon the ſame Premiſſes, or any Part thereof, and all Hedges, Ditches, Walls, Fences, Ways, Paſſages, Waters, Water-Courſes, Commons, Common of Paſture, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſame Lands, Garden Ground, Hereditaments and Premiſſes, or any Part thereof belonging or appertaining, or therewith, or with any Part thereof uſed, occupied, poſſeſſed or enjoyed; And alſo all other the Copyhold or Cuſtomary Lands and Hereditaments of him the ſaid *Auſtin Aſton*, lying or being within, or held of the ſame Manor, with their Appurtenances, To the Uſe and Behoof of them the ſaid *Francis Foot* and *George Carr*, and of their Heirs and Aſſigns for ever, at the Will of the Lord of the ſaid Manor of *Tamton* according to the Cuſtom of the ſame Manor; and ſhall and will at the like Coſts and Charges of the ſaid *Luke Lant* and *Mary* his Wife, cauſe and procure them the ſaid *Francis Foot* and *George Carr* and their Heirs, or the Survivor of them and his Heirs, to be duly admitted thereto accordingly; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; (that is to ſay) Upon Truſt that they the ſaid *Francis Foot* and *George Carr*, their Heirs and Aſſigns, ſhall and do from Time to Time during the Life of the ſaid *Mary Lant*, pay and diſpoſe of the clear Rents, Iſſues and Profits of the ſaid Copyhold Lands, Garden Ground, Hereditaments and Premiſſes, unto ſuch Perſon or Perſons, and to and for ſuch Uſes, Intents and Purpoſes, and in ſuch Parts and Proportions, Manner and Form as ſhe the ſaid *Mary Lant* ſhall from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Note or Notes, or Writing or Writings under her Hand, order, direct or appoint; to the Intent that the ſame or any Part thereof, may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts, Forfeitures or Engagements of the ſaid *Luke Lant* her Huſband, or of any after taken Huſband, but only at her own ſole and ſeparate Diſpoſal; and in Default of, and until ſuch Order, Direction and Appointment, to the proper Hands of her the ſaid *Mary Lant*, or otherwiſe do and ſhall permit and ſuffer her to receive and take the ſame to and for her own ſole and ſeparate Uſe and Benefit; whoſe Receipt under her Hand ſhall from Time to Time (notwithſtanding her Coverture) be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame for ſo much thereof for which ſuch Receipt ſhall be given; And upon this further Truſt, that they the ſaid *Francis Foot* and *George Carr*, their Heirs and Aſſigns, ſhall and do ſurrender, convey and diſpoſe of the ſaid Copyhold Lands, Garden Ground, Hereditaments and Premiſſes, with their Appurtenances, unto ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Mary Lant* ſhall from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed

to ſurrender Copyholds. The Parcels.

General Words.

Other Parcels;

upon Truſt, during her Life, to diſpoſe of the Profits

as ſhe ſhall direct;

not to be ſubject to Controul or Debts of any Huſband,

and until Appointment, to her own Hands, *&c.* her Receipt to be ſufficient,

and upon Truſt to ſurrender the Copyholds

as ſhe ſhall direct, with or without Power of Revocation;

published in the Preſence of three or more credible Witneſſes, direct, limit or appoint; and in Default of ſuch Direction, Limitation and Appointment, or in Caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine; and as to ſuch Part and Parts thereof, whereof no ſuch Direction, Limitation and Appointment as aforeſaid ſhall be made, then to and to the Uſe of the right Heirs of her the ſaid *Mary Lant* for ever. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *Francis Foot* and *George Carr*, or the Survivor of them, his Heirs or Aſſigns, by Indenture under his or their Hands and Seals, or Hand or Seal, to demiſe or leaſe the ſaid Freehold and Copyhold Premiſſes, in Manner herein after mentioned, (that is to ſay) at any Time or Times hereafter during the Lives for the ſaid *Luke Lant* and *Mary* his Wife, and the Life of the Survivor of them, to demiſe or leaſe the ſaid Freehold Premiſſes, or any Part thereof, and at any Time or Times hereafter during the Life of the ſaid *Mary Lant*, to demiſe or leaſe the ſaid Copyhold Premiſſes, or any Part thereof, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years, in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income for or in Reſpect of ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein, and ſo as in every of the ſaid Leaſes there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſpectively reſerved, and ſo as the Leſſee or Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes; any Thing herein before contained to the contrary hereof in any wiſe notwithſtanding. And it is hereby agreed between the ſaid Parties hereto, that the ſaid Truſtees, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively ſhall in the firſt place, by and out of the ſaid Truſt Eſtates and Premiſſes, reimburſe him and themſelves all ſuch Coſts and Expences as they or any of them ſhall be put unto, by Reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof. And the ſaid *Auſtin Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators covenant, promiſe, grant and agree to and with the ſaid *Francis Foot* and *George Carr*, their Heirs, Executors and Adminiſtrators in Manner following, (that is to ſay) That (for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid *Auſtin Aſton*, or the ſaid *Charles Carr*, deceaſed, and *Olivia* his late Wife, or by the ſaid *Ezra Aſton*, or any of them done, committed, or wittingly or willing ſuffered to the contrary) he the ſaid *Auſtin Aſton* is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee, of and in the ſaid Land or Garden Grounds, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned ſo to be, of a good, lawful and indefeazible Eſtate of Inheritance in Fee-ſimple to him and his Heirs; and is and ſtandeth lawfully, rightfully and abſolutely ſeiſed of the ſaid Copyhold, Garden Grounds, Hereditaments and Premiſſes of a good lawful and indefeazible Eſtate of Inheritance, to the Uſe of him and his Heirs according to the Cuſtom of the aforeſaid Manor; and that without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame reſpective Eſtates, (except as is herein after excepted): And alſo that he the ſaid *Auſtin Aſton* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) now hath in himſelf good Right, full Power and lawful Authority, to grant and convey the ſaid Freehold Land or Garden Ground, Hereditaments and Premiſſes, and to ſurrender the ſaid Copyhold Land or Garden Ground, Hereditaments and Premiſſes, with their reſpective Appurtenances, unto and to the Uſe of the ſaid *Francis Foot* and *George Carr*, their Heirs and Aſſigns; upon the Truſts, and to and for the Intents and Purpoſes herein before mentioned concerning the ſame reſpectively, according to the true Intent and Meaning of theſe Preſents (except as is herein after excepted): And further, That the ſaid Freehold and Copyhold Lands, or Garden Ground, Hereditaments and Premiſſes ſhall or may at all Times hereafter be peaceably and quietly had, held,

and if no Direction, &c.

to the Uſe of her right Heirs.

Leaſing Power to the Truſtees,

the Freehold during Life of the Huſband and Wife and the Survivor,

and the Copyhold during her Life, with Reſtrictions.

The Truſtees to reimburſe themſelves, &c.

The granting Truſtee covenants,

that he is ſeiſed of the Freeholds in Fee,

and of the Copyholds, according to the Cuſtom of the Manor,

(except, as after) and has Power to convey and ſurrender,

(except, &c.) and for quiet Enjoyment,

held and enjoyed, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes herein before mentioned, of and concerning the ſame reſpectively; without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Auſtin Aſton*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Premiſſes, or any Part thereof, from, by, under or in Truſt for him, them or any of them; or from, by or under the ſaid *Charles Carr* and *Olivia* his late Wife, and *Ezra Aſton*, or any of them, (except as is herein after excepted); And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Auſtin Aſton*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Surrenders, Leaſes, Mortgages, Jointures, Dowers and Titles of Dower, (and particularly the Dower and Title of Dower of *Urſula* the Wife of the ſaid *Auſtin Aſton*) Uſes, Truſts, Wills, Intails, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Auſtin Aſton*, *Charles Carr* and *Olivia* his late Wife, and *Ezra Aſton*, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by, under or in Truſt for them, or any of them, (except the ſaid two ſeveral Leaſes herein before mentioned to have been made to the ſaid *Simon Slade* and *George Carr* reſpectively as aforeſaid, at and under the ſaid ſeveral and reſpective yearly Rents of 40*l.* and 40*l.* which ſaid ſeveral and reſpective yearly Rents ſhall from *Michaelmas* laſt paſt, during the Continuance of the ſaid ſeveral Leaſes reſpectively, become due and payable to ſuch Perſon or Perſons as for the Time being ſhall be intitled to the ſaid Freehold and Copyhold Premiſſes reſpectively, and the Rents and Profits thereof) according to the Purport, true Intent and Meaning of theſe Preſents, and except the Rents, Fines and Services from henceforth to become due, or to be performed, for or in reſpect of the ſaid Copyhold Premiſſes, unto the Lord or Lords for the Time being of the ſaid Manor of *Tamton*, of whom the ſaid Premiſſes are held. And moreover, that he the ſaid *Auſtin Aſton* and the ſaid *Urſula* his Wife, and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either at Law or in Equity, of, in, to or out of the ſaid Freehold and Copyhold Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, or from, by or under the ſaid *Charles Carr* and *Olivia* his late Wife, and *Ezra Aſton*, or any of them, (except as is herein before excepted) ſhall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt of the ſaid *Francis Foot* and *George Carr*, or the Survivor of them, his Heirs, Executors, Adminiſtrators or Aſſigns, but at the proper Coſts and Charges of the ſaid *Luke Lant* and *Mary* his Wife, or one of them, their or one of their Heirs, Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Feoffment, Common Recovery, Surrender or otherwiſe howſoever, for the further, better, more perfect and abſolute Granting, Conveying, Surrendring, Settling and Aſſuring of the ſaid Freehold and Copyhold Premiſſes, with their reſpective Appurtenances, to, for and upon ſuch Uſes, Truſts, Intents and Purpoſes, as are herein before mentioned, expreſſed and declared, or referred to, of or concerning the ſame reſpectively, as by the ſaid *Francis Foot* and *George Carr*, or the Survivor of them, his Heirs, Executors and Adminiſtrators, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And laſtly, That he the ſaid *Auſtin Aſton*, his Heirs, Executors or Adminiſtrators ſhall and will at any Time or Times hereafter, at the Requeſt,

free from Incumbrances,

(particularly a certain Dower).

The Exceptions,

the Rents to be paid to Perſons intitled,

and for further Aſſurances,

and to produce Deeds, &c.

Coſts and Charges of the ſaid *Luke Lant* and *Mary* his Wife, or either of them; their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, (unleſs hindred or prevented by Fire or other inevitable Accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth in any Court or Courts of Law or Equity, or to any Counſel or Counſels, or otherwiſe as Occaſion ſhall be and require, all and every or any of the Deeds, Evidences and Writings which he the ſaid *Auſtin Aſton* now hath in his Cuſtody, or can come by without Suit in Law, which concern or relate to the Title of the ſaid Freehold and Copyhold Premiſſes reſpectively, or any Part thereof, alone, or together with any other Lands or Tenements, the better to evidence, maintain, prove and defend the reſpective Titles of the ſaid *Luke Lant* and *Mary* his Wife, and of each or either of them, and of all Perſons lawfully claiming or to claim from, by or under, or in Truſt for them, or either of them reſpectively, of, in, to or out of the ſaid Freehold and Copyhold Premiſſes reſpectively, or any Part thereof; to the Intent that by Virtue of theſe Preſents, and of the Statute for transferring Uſes into Poſſeſſion, they the ſaid *Francis Foot* and *George Carr* may be in the actual Poſſeſſion of the Premiſſes, and be enabled to accept and take a Grant and Releaſe of the Reverſion and Inheritance thereof to and to the Uſe of them and their Heirs; in Truſt for ſuch Perſon and Perſons, Uſes, Intents and Purpoſes, and in ſuch Parts, Shares and Proportions, and for ſuch Eſtates and Intereſts therein as ſhall be mentioned and expreſſed, or referred to, of and concerning the ſame, in and by one Indenture tripartite of Releaſe and Settlement, intended to bear Date the Day next after the Day of the Date hereof, and to be made between the ſaid *Auſtin Aſton* of the firſt Part, the ſaid *Francis Foot* and *George Carr* of the ſecond Part, and *Luke Lant* of the Iſland of *Jamaica*, Eſq; and *Mary* his Wife, of the third Part. In Witneſs, *&c.*

N° 9. *A Settlement after Marriage, of Lands of the Wife, in Confirmation of a Settlement before Marriage. Covenant to levy Fines, (in* C. B. *of Freeholds; and in a Manor Court, of Lands in Antient Demeſne) that Recoveries may be ſuffered. The Uſes declared of Part, to raiſe an Annuity for the Wife, in Lieu of one provided by the former Settlement. An Appointment by the Wife of the Uſes of Copyholds; many other Powers,* &c. *for her Benefit,* &c. *See the Margin.*

THIS Indenture quinquepartite made the twenty-ſixth Day of *November Anno Domini* 1727. and in the firſt Year of the Reign of our Sovereign Lord
The Parties. *George* the Second, by the Grace of God King of *Great Britain*, &c. between *Auſtin Archer* of the City of *London*, Eſq; and *Agnes Archer* his Wife, ſole Daughter and Heir of *Bryan Bing*, late of *Condale* in the County of *Cornwall*, Eſq; deceaſed, by *Agnes* his Wife, of the firſt Part; *Darby Deal* of the Pariſh of *Edmon* in the County of *Eſſex*, Gent. of the ſecond Part; *Francis Fell* and *George Gale* of *Hendon* in the County of *Hertford* of the third Part; *John Jenks* and *Kenrick Jenks*, Eſq; Brother to the ſaid *John Jenks*, of the fourth Part; and *Luke Love* of the Pariſh of *Midhurſt* in the County of *Monmouth*, Eſq; of the fifth Part; witneſſeth,
The Intent, to bar Entails, *&c.* and to eſtabliſh the Limitations, *&c.* in a Marriage Settlement formerly made, That for Docking and Barring all Eſtates-Tail, and all Reverſions and Remainders thereupon expectant or depending of and in the Manors, Meſſuages, Farms, Lands, Tenements, Rents and Hereditaments herein after mentioned to be hereby granted and releaſed, every or any of them, and for confirming, eſtabliſhing and making good the ſeveral Uſes, Limitations, Eſtates and Proviſions, which in and by certain Indentures quadrupartite of Grant and Releaſe, bearing Date on or about the twentieth Day of *May* 1725. (made previous and in order to the Marriage of the ſaid *Auſtin Archer* with the ſaid *Agnes* his now Wife) and made or mentioned to be made between the ſaid *Agnes Archer*, by her then Name of *Agnes North* of *Condale* in the County of *Cornwall*, Spinſter, of the firſt Part, the ſaid *Auſtin Archer* of the ſecond Part, the ſaid *Francis Fell* and the ſaid *John Jenks* of the third Part, and the ſaid *Kenrick Jenks* and *Arthur Archer* of *London*, Eſq; of the fourth Part, were limited, raiſed, made and provided, or agreed to be limited, raiſed, made

or

or provided to or for the Benefit of the ſaid *Auſtin Archer* and *Agnes* his Wife, and their Children and Iſſue, and every or any of them, of, in, to or out of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents and Hereditaments herein after mentioned to be hereby granted and releaſed, and every or any of them; and for ſettling and limiting the laſt Remainder or Reverſion in Fee of and in the ſame Premiſſes (which in and by the ſaid Indenture quadrupartite was limited to the ſaid *Agnes*, her Heirs and Aſſigns) to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Powers, Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Auſtin Archer* and *Agnes* his Wife in Hand paid by the ſaid *Darby Deal* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Auſtin Archer* and *Agnes* his Wife have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Darby Deal*, his Heirs and Aſſigns, all that Capital Meſſuage or Chief Manſion-Houſe of *Condale* aforeſaid in the Pariſh of *Olden* in the ſaid County of *Cornwall*, and all Houſes, Out-houſes, Edifices, Buildings, Orchards, Gardens, Courts, Yards, Backſides, Cloſes, Lands and Hereditaments to the ſame Capital Meſſuage or Manſion-Houſe belonging or appertaining, or therewith uſed or enjoyed; and alſo thoſe ſeveral Meſſuages, Farms, Lands, Tenements, Fiſheries and Hereditaments, ſituate, lying or being in the ſaid Pariſh of *Olden* and in the Pariſh of *Planto*, or one of them, in the ſaid County of *Cornwall*, and now or late in the ſeveral Tenures, Poſſeſſions or Occupations of *Peter Quick*, *Robert Rich* and *Samuel Strut*, [*more Tenants Names*] or ſome or one of them, their or ſome or one of their Aſſigns, Leſſees or Under-tenants, or of ſome other Perſon or Perſons, as Tenant or Tenants to the ſaid *Auſtin Archer* and *Agnes* his Wife, or either of them, with their and every of their Appurtenances; and alſo all thoſe the Lordſhips and Manors, or reputed Lordſhips and Manors, and Farms of *Trent* and *Vincents*, with their reſpective Rights, Royalties, Members and Appurtenances in the County of *Warwick*, and all Meſſuages, Farms, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Waſtes, Marſhes, Furzes, Heaths, Franchiſes, Liberties, Free Fiſhings, Free Warrens, Privileges, Juriſdictions, Courts, Courts-Leet, Views of Frankpledge, and all to that View of Frankpledge doth belong or appertain, Waifs, Eſtrays, Goods and Chattels of Felons and Fugitives, Felons of themſelves, and Perſons put in Exigent, Deodands, Reliefs, Eſcheats, Heriots, Fines, Amerciaments, Rents, Reverſions, Services, Advantages, Emoluments and Hereditaments whatſoever to the ſame Lordſhips and Manors, or reputed Lordſhips and Manors, Farms, Hereditaments and Premiſſes, or any of them belonging or appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them, or any of them; which ſaid Manors and Farms of *Trent* and *Vincents*, and great Part of the ſaid Meſſuages, Lands and Hereditaments thereto belonging or appertaining, or reputed as Part thereof, are in Jointure to the ſaid *Agnes North* (Mother of the ſaid *Agnes Archer*) for the Term of her natural Life; and alſo all other the Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments whatſoever of the ſaid *Agnes Archer* in the ſaid County of *Warwick*, with their Appurtenances, [*Here follow more Parcels*]; And alſo all thoſe Fee-Farm Rents and other Rents of her the ſaid *Agnes Archer*, whether in Poſſeſſion or Reverſion, charged or chargeable upon, or iſſuing and payable out of ſeveral Manors, Meſſuages, Lands, Tenements and Hereditaments in the County of *York*; and alſo all and every the Meſſuages, Lands, Tenements and Hereditaments of them the ſaid *Auſtin Archer* and *Agnes* his Wife, or either of them, in the ſame County, with their and every of their Appurtenances; and alſo all other the Freehold Manors, Meſſuages, Farms, Lands, Tenements, Rents and Hereditaments whatſoever late of the ſaid *Bryan Bing*, and now of the ſaid *Auſtin Archer* and *Agnes* his Wife, or either of them, or whereof or wherein they or either of them, or any Perſon or Perſons in Truſt for them or either of them, is or are ſeized of any Eſtate or Freehold or Inheritance in Poſſeſſion, Remainder or Expectancy, ſituate, lying, being, ariſing, happening or renewing within the ſaid ſeveral Counties of *Warwick*, *Cornwall*, *York*, and the ſaid

and for limiting the laſt Remainder in Fee,

The Grant, Releaſe, &c. of Lands of the Wife.

The Parcels.

General Words.

Bargain, &c. for a Year mentioned.

ſaid City of *London*, every or any of them, with their and every of their Rights, Privileges, Members and Appurtenances, (all which ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes are now in the actual Poſſeſſion of the ſaid *Darby Deal*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Auſtin Archer* and *Agnes* his Wife, for the Term of one whole Year, in Conſideration of 5 *s.* to them paid by the ſaid *Darby Deal* in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided);

General Words.

and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Auſtin Archer* and *Agnes* his Wife, and of each or either of them, of, in, to or out of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, and every or any Part or Parcel thereof;

Habendum to the Grantee in Fee,

To have and to hold the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Darby Deal*,

to Uſes, &c.

his Heirs and Aſſigns for ever, to and for the Uſes and Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively:

Covenant to levy Fines in *C. B.* of the Freeholds,

And for the Conſiderations aforeſaid, the ſaid *Auſtin Archer* and *Agnes* his Wife do hereby for themſelves, their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Darby Deal*, his Heirs and Aſſigns, in Manner following, (that is to ſay) That they the ſaid *Auſtin Archer* and *Agnes* his Wife ſhall and will, at the Coſts and Charges of the ſaid *Auſtin Archer*, before the End of *Michaelmas* Term next enſuing the Date hereof, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* ſeveral Fines *Sur Conuzance de Droit come ceo, &c.* whereupon Proclamations ſhall and may be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Darby Deal* and his Heirs, of all the ſaid ſeveral herein before granted and releaſed Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes in the ſaid ſeveral Counties of *Warwick*, *York*, and in the ſaid City of *London*, and of ſo much and ſuch Part and Parts of the ſaid Capital Meſſuage or Manſion-Houſe, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *Cornwall* as are Frank Fee and not Antient Demeſne, with their reſpective Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet:

and Fines in a Manor-Court of Antient Demeſne.

And further, That they the ſaid *Auſtin Archer* and *Agnes* his Wife ſhall and will, at the like Coſts and Charges of the ſaid *Auſtin Archer*, before the twenty-third Day of *October* next enſuing the Date hereof, or ſo ſoon after as may be, acknowledge and levy in Court of the Lord or Lords of the Manor or Manors, whereof the Meſſuages, Lands and Hereditaments next herein after mentioned are held in Antient Demeſne, according to the Cuſtom of the ſaid Manor or Manors, one or more Fine or Fines, in the Nature of a Fine or Fines *Sur Conuzance de Droit come ceo, &c.* at Common Law, unto the ſaid *Darby Deal* and his Heirs of ſo much and ſuch Part and Parts of the ſaid Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *Cornwall*, are as Antient Demeſne and not Frank Fee, with their reſpective Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet.

The Uſes declared,

And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and every of them, and of theſe Preſents, That the ſaid ſeveral Fines ſo covenanted and agreed to be levied as aforeſaid, and theſe Preſents, and the Conveyance and Aſſurance hereby made ſhall be and enure, and ſhall be adjudged, conſtrued and taken, and ſo are and were meant and intended to be and enure to the Uſes following; (that is to ſay) As to, for and concerning the ſaid ſeveral Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes in the ſaid ſeveral Counties of *Cornwall* and *York*, and in ſaid City of *London*; and alſo as to, for and concerning the ſaid Manor, and the reputed Manor and Farm of *Axton*, with the Capital Meſſuage or Manſion-Houſe

of or belonging to the ſame Manor, and ſo much and ſuch Part and Parts of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *Warwick* as are not in Jointure to the ſaid *Agnes North* as aforeſaid, with their reſpective Rights, Royalties, Members and Appurtenances, to the Uſe and Behoof of the ſaid *Darby Deal*, his Heirs and Aſſigns, to the Intent and Purpoſe that he the ſaid *Darby Deal* may by Virtue of theſe Preſents, and of the ſaid ſeveral Fines ſo covenanted and agreed to be levied as aforeſaid, be and become perfect Tenant of the Freehold of the ſame Manor, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements and Hereditaments, and of all other the Premiſſes (not in Jointure to the ſaid *Agnes North* as aforeſaid) to the End that ſeveral good and perfect Common Recoveries may at the Coſts and Charges of the ſaid *Auſtin Archer* be thereof had and ſuffered before the End of *Hilary* Term next enſuing the Date of theſe Preſents, or ſo ſoon after as may be, in ſuch Manner as is herein after mentioned (that is to ſay) of ſuch of them as are Frank Fee (and not Antient Demeſne in the Court of Common Pleas at *Weſtminſter*, and of ſuch of them as are Antient Demeſne (and not Frank Fee) in the Court or Courts of Antient Demeſne of the Manor or Manors of which the ſame are held; in all which Recoveries the ſaid *Luke Love* ſhall be Demandant, the ſaid *Darby Deal* Tenant, and the ſaid *Auſtin Archer* and *Agnes* his Wife Vouchees, who ſhall vouch the Common Vouchees of the ſame reſpective Courts; and all ſuch other Acts and Things ſhall be done and executed as ſhall be needful and requiſite for the ſuffering and perfecting ſuch Common Recoveries reſpectively as aforeſaid. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that as to, for and concerning the ſaid Manor, Capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes in the ſaid ſeveral Common Recoveries to be reſpectively compriſed, from and immediately after the ſuffering and perfecting of the ſame Recoveries reſpectively, as well theſe Preſents and the Aſſurance hereby made, and the ſaid ſeveral Fines ſo covenanted and agreed to be levied thereof, or of any Part thereof, in Manner aforeſaid, as alſo the ſaid ſeveral Common Recoveries ſo as aforeſaid, or in any other Manner, or at any other Time or Times to be ſuffered; and as to, for and concerning the ſaid Manors and Farms of *Trent* and *Vincents*, with their reſpective Appurtenances, in the ſaid County of *Warwick*, and ſo much and ſuch Part and Parts of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes in the County as are in Jointure to the ſaid *Agnes North* (and which are not intended to be compriſed in the ſaid ſeveral Recoveries, or any of them) as well theſe Preſents and the Aſſurance hereby made, from and immediately after the Sealing and Executing thereof, as alſo the Fine and Fines to be levied thereof, or of any Part thereof, in Manner aforeſaid, from and immediately after the ſame ſhall be ſo levied; and all and every other Common Recovery and Recoveries, Fines, Conveyances, and other Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered and executed of the ſaid hereby granted and releaſed Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure; and the Conuzee or Conuzees in the ſaid ſeveral Fines, and the Recoveror or Recoverors in the ſaid ſeveral Recoveries named or to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof, from and after ſuch reſpective Times as aforeſaid, to ſuch Uſes, upon ſuch and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Powers, Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; (that is to ſay) As to, for and concerning the ſaid Manor of *Axton* in the ſaid County of *Warwick*, and the ſaid Capital Meſſuage at *Condale*, and the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *Cornwall*, with their and every of their Appurtenances, to the Uſe, Intent and Purpoſe that the ſaid

to the Grantee in Fee, to make him Tenant, that Recoveries may be ſuffered (except of Part in Jointure to the Mother of the Wife).

The Uſes of the Whole declared;

viz. as to Part, to enable Truſtees to receive an Annuity during the joint Lives of Huſband and Wife.

ſaid *John Jenks* and *Kenrick Jenks*, their Heirs and Aſſigns, ſhall and may during the joint Lives of the ſaid *Auſtin Archer* and *Agnes* his Wife, have, take and receive thereout, and out of every or any Part thereof, the annual Sum or yearly Rent-charge of 800 *l.* of lawful Money of *Great Britain*, without any Deduction or Abatement thereout or out of any Part thereof for Taxes, Charges, Aſſeſſments, or any other Matter, Cauſe or Thing whatſoever; the ſaid annual Sum or yearly Rent-charge of 800 *l.* to be payable and paid at the four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) *Lady-Day*, *Midſummer*, *Michaelmas* and *Chriſtmas* in every Year; the firſt Payment thereof to begin and be made at *Chriſtmas* next enſuing the Date hereof. And to this further Uſe, Intent and Purpoſe, that if it ſhall happen that the ſaid annual Sum or yearly Rent-charge of 800 *l.* or any Part thereof ſhall happen to be behind or unpaid by the Space of twenty-eight Days next after any of the ſaid Feaſts or Days of Payment whereon the ſame is made payable as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *John Jenks* and *Kenrick Jenks*, and their Heirs, during the joint Lives of the ſaid *Auſtin Archer* and *Agnes* his Wife, into and upon the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes chargeable with the Payment thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to lead, drive, carry away and impound, and in Pound to detain until they the ſaid *John Jenks* and *Kenrick Jenks* and their Heirs ſhall be paid and ſatisfied the ſaid yearly Rent-charge of 800 *l.* and all Arrears thereof, and all Coſts and Charges occaſioned by ſuch Non-payment, or taking ſuch Diſtreſs or Diſtreſſes as aforeſaid. And to this further Uſe, Intent and Purpoſe, that if the ſaid yearly Rent-charge of 800 *l.* or any Part thereof ſhall be behind or unpaid by the Space of forty Days after any of the ſaid Feaſts whereon the ſame is herein before made payable as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *John Jenks* and *Kenrick Jenks*, and their Heirs, during the joint Lives of the ſaid *Auſtin Archer* and *Agnes* his Wife, into the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes charged with the ſaid yearly Rent-charge of 800 *l.* or any Part or Parcel thereof, to enter, and the Rents, Iſſues and Profits thereof to have, receive and take, until the ſaid yearly Rent-charge of 800 *l.* and the Arrears thereof, and ſuch Arrears as ſhall incur and grow due during ſuch Entry and Poſſeſſion, and alſo the Coſts, Charges and Expences occaſioned to the ſaid Truſtees by reaſon of ſuch Entry or Non-payment as aforeſaid, ſhall be fully paid and ſatisfied, (ſuch Entry and Poſſeſſion when made and taken to be without Impeachment of Waſte). And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid annual Sum or yearly Rent-charge of 800 *l.* is ſo limited to the ſaid *John Jenks* and *Kenrick Jenks*, and their Heirs, for and in Lieu of the like yearly Rent-charge of 800 *l.* in and by the ſaid Indenture quadrupartite, limited and provided to be paid out of the ſame Premiſſes unto the ſaid *John Jenks* and *Kenrick Jenks*, and their Heirs, and upon the like Truſts as are therein and herein after mentioned and expreſſed; (that is to ſay) Upon Truſt that the ſaid *John Jenks* and *Kenrick Jenks* and their Heirs, ſhall and do pay over the ſaid yearly Rent-charge of 800 *l.* hereby limited and provided to be paid to them as aforeſaid, not to the ſaid *Auſtin Archer*, or as he ſhall appoint, but to ſuch Perſon and Perſons only, and for ſuch Uſes, Intents and Purpoſes only as the ſaid *Agnes* alone, notwithſtanding her Coverture, and without the Order, Direction, Intermeddling or Control of the ſaid *Auſtin Archer* her Huſband, ſhall by any Writing or Writings to be ſigned by her the ſaid *Agnes*, with her Name of her own proper Hand Writing from Time to Time direct and appoint, for the perſonal and particular Uſe and Benefit of her the ſaid *Agnes*, and wherewith the ſaid *Auſtin Archer* her Huſband ſhall not in any wiſe intermeddle, or have any Power to forfeit or incumber the ſame. And as to, for and concerning the ſaid Manor, Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes laſt mentioned (ſubject to and charged and chargeable with the ſaid yearly Rent-charge of 800 *l.* and ſuch Remedies for the ſame as aforeſaid; and alſo as to, for and concerning all the Reſt and Reſidue of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, with their Appurtenances, to the Uſe and Behoof of the ſaid *Auſtin Archer* and his Aſſigns, for and

Power to diſtrain on Non-payment at a certain Day.

Power to enter, &c. on Non-payment at a further Day.

This Annuity to be in Lieu of one provided by the Settlement,

to be paid to the Wife, or as ſhe ſhall appoint, excluſive of her Huſband.

The Uſes of the Premiſſes ſo charged, and of the reſt of the Premiſſes declared, to the Huſband for Life, *ſans* Waſte, then to Truſtees to preſerve contingent Uſes, &c.

and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Francis Fell* and *George Gale*, and their Heirs, during the Life of the ſaid *Auſtin Archer*, upon Truſt, to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe may require; but nevertheleſs to permit and ſuffer the ſaid *Auſtin Archer* and his Aſſigns, during his Life, to have, receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Agnes* his Wife, for and during the Term of her natural Life, without Impeachment of Waſte; which (together with the Meſſuages, Lands and Hereditaments of the ſaid *Auſtin Archer* which in and by the ſaid Indenture quadrupartite are and were limited to her the ſaid *Agnes* for her Life) are to be and ſhall be in full for the Jointure of her the ſaid *Agnes*, and in Bar of her Dower and Thirds at Common Law, which ſhe can or may have or claim of, in, to or out of all and every or any the Manors, Lands or Hereditaments of him the ſaid *Auſtin Archer*, or whereof or wherein he or any Perſon or Perſons in Truſt for him, is, are or have, or hath been or ſhall be ſeiſed, during the Coverture between them; and from and after the Deceaſe of the Survivor of them the ſaid *Auſtin Archer* and *Agnes* his Wife, then as to, for and concerning all and every the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, to the Uſe of the ſaid *Francis Fell* and *George Gale*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of one thouſand Years from thence next enſuing, and fully to be complete and ended, without Impeachment of Waſte; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame Term; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of one thouſand Years, and ſubject thereto, to the Uſe and Behoof of the firſt Son of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* his Wife begotten or to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and of all and every other the Son and Sons of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* his Wife begotten or to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing, always to be preferred and to take before the Younger of each ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the firſt Son on the Body of the ſaid *Agnes Archer*, by any other Huſband lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons on the Body of the ſaid *Agnes Archer* by any other Huſband lawfully to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the Heirs Male of the Body and Bodies of all and every the ſame Son and Sons lawfully iſſuing; the Elder of the ſame Sons, and the Heirs Male of his Body iſſuing, always to be preferred and to take before the Younger of the ſame Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of all and every the Daughter and Daughters of the ſaid *Agnes Archer* by her preſent or any after taken Huſband begotten or to be begotten, equally to be divided between them (if more than one) Share and Share alike, as Tenants in Common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing; and in Caſe one or more ſuch Daughters ſhall happen to die without Iſſue of her or their Body or

then to the Uſe of the Wife for Life *ſans* Waſte, (with ſome Lands of her Huſband) to be in Bar of Dower, &c.

then to Truſtees for a long Term, *ſans* Waſte,

upon Truſts after, &c.

Remainder to firſt and other Sons of the Marriage ſucceſſively in Tail Male;

Remainder to the firſt and other Sons of the Wife by any other Huſband ſucceſſively in Tail Male;

Remainder to her Daughters as Tenants in Common, in Tail,

with Croſs Remainders betweenthem.

or Bodies, then as to the Share or Shares of her or them ſo dying without Iſſue, to the Uſe and Behoof of the Survivors or Survivor, or others or other of them, to be equally divided between them, Share and Share alike, to take as Tenants in Common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors or Survivor, or others or other of them lawfully iſſuing; and if all ſuch Daughters but one ſhall happen to die without Iſſue of their Bodies, or if there ſhall be but one ſuch Daughter, then to the Uſe and Behoof of ſuch ſurviving or only Daughter, and of the Heirs of her Body lawfully iſſuing; and for Default of all ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Auſtin Archer*, and of his Heirs and Aſſigns for ever. And as to, for and concerning the ſaid Term of one thouſand Years herein before limited to the ſaid *Francis Fell* and *George Gale*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame Term; (that is to ſay) that in Caſe there ſhall be one or more Child or Children, whether Son or Sons, or Daughter or Daughters of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* his Wife begotten, beſides an eldeſt or only Son) or in Caſe there ſhall be no Iſſue Male of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* his Wife begotten or to be begotten; or being ſuch Iſſue Male, all of them ſhall die without Iſſue Male of his or their Body or Bodies coming before any of them attain the Age of twenty-one Years, and there be Iſſue one or more Daughter or Daughters of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* begotten living at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after; then upon Truſt that they the ſaid *Francis Fell* and *George Gale*, their Executors, Adminiſtrators or Aſſigns ſhall and do, in any or either of the ſaid Caſes, after the Commencement of the ſaid Term of one thouſand Years, and not before or ſooner, (unleſs with the expreſs Conſent of the ſaid *Auſtin Archer* and *Agnes* his Wife, or the Survivor of them, teſtified in Writing under his, her or their Hands and Seals, or Hand and Seal) by Demiſe, Sale or Mortgage of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, or of a competent Part thereof, for all or any Part of the ſaid Term of one thouſand Years therein, or by ſuch other Ways or Means as they the ſaid *Francis Fell* and *George Gale*, or the Survivor of them, his Executors or Adminiſtrators ſhall think fit, raiſe and levy, or borrow and take up at Intereſt the Sum of 12000 *l.* of lawful Money of *Great Britain*, for the Portion and Portions of all and every ſuch Child and Children (except an eldeſt or only Son) whether ſuch Child or Children be a Son or Sons and a Daughter or Daughters, or a Son or Sons only, or a Daughter or Daughters only; the ſame 12000 *l.* to be paid in Manner following, (that is to ſay), If but one Child, (except as aforeſaid) then the ſaid whole Sum of 12000 *l.* to be paid to ſuch only Child, if a Son, at his Age of twenty-one Years, and if a Daughter, at her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen, if ſuch Time of Payment happen after the Commencement of the ſaid Term of one thouſand Years, but if before, then within three Calendar Months after the Commencement of the ſame Term, and not ſooner (unleſs with ſuch Conſent as aforeſaid); and in Caſe there ſhall be two or more ſuch Children (except as aforeſaid) then the ſaid Sum of 12000 *l.* to be ſhared or divided between or amongſt them, in ſuch Parts and Proportions as the ſaid *Auſtin Archer* and *Agnes* his Wife, ſhall at any Time or Times during their joint Lives, by any Writing or Writings under both their Hands and Seals, atteſted by two or more credible Witneſſes, direct or appoint; and in Default of ſuch Direction and Appointment, and as to ſuch Part or Parts of the ſaid 12000 *l.* whereof no ſuch Direction or Appointment ſhall be made, then as the Survivor of them the ſaid *Auſtin Archer* and *Agnes* his Wife ſhall, by any Writing or Writings under his or her Hand and Seal atteſted as aforeſaid, or by his or her laſt Will and Teſtament in Writing, to be by him or her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, direct and appoint; And in Default of all Directions and Appointments as aforeſaid, then the ſaid 12000 *l.* or ſo much thereof whereof no ſuch Direction or Appointment

Remainder to the Huſband in Fee.

The Truſt of the Term declared,

to raiſe Portions for younger Children, or for Daughters on Failure of Iſſue Male,

by Demiſe, Sale, &c.

How and when payable

How liable to Appointment of Huſband and Wife and the Survivor;

if no Appointment, to be divided equally.

pointment as aforeſaid ſhall be made, ſhall be equally divided between and amongſt all the ſame Children (except as aforeſaid) Share and Share alike, and ſhall be paid to ſuch of them as ſhall be a Son or Sons at the Age of twenty-one Years, and to ſuch of them as ſhall be a Daughter or Daughters, at the Age of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Commencement of the ſaid Term of one thouſand Years; but if before, then within three Calendar Month next after the Commencement of the ſame Term, and not ſooner (unleſs with ſuch Conſent as aforeſaid.) Provided always, that in Caſe any of the ſame Children (except as aforeſaid) being a Son or Sons, ſhall die before the ſaid Age of twenty-one Years, or being a Daughter or Daughters, ſhall die before the ſaid Age of twenty-one Years or Marriage, then the Portion or Portions of him, her or them ſo dying, ſhall go and be paid unto and amongſt the Survivors or Survivor of them, but ſubject to ſuch Diſtribution or Appointment to be made thereof, between or amongſt them as aforeſaid; and in Default thereof, then to be equally divided between them Share and Share alike, (if more than one) when the original Portion or Portions of ſuch ſurviving Child or Children ſhall become payable as aforeſaid. Provided alſo, that if all the ſame Children (except as aforeſaid) ſhall die before ſuch their ſaid reſpective Age or Marriage, then the ſaid 12000 *l.* ſo to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe for the Benefit of the Perſon or Perſons next in Reverſion or Remainder of the Premiſſes expectant on the ſaid Term of one thouſand Years therein; and ſo much thereof as ſhall be then raiſed, ſhall be paid to the ſame Perſon or Perſons in Reverſion or Remainder as aforeſaid. And upon this further Truſt, that the ſaid *Francis Fell* and *George Gale*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents and Profits of the Premiſſes, as ſoon as may be after the Deceaſe of the Survivor of them the ſaid *Auſtin Archer* and *Agnes* his Wife, and until the ſaid Portion or Portions of the ſaid Child or Children (except as aforeſaid) ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay, for the Maintenance and Education of the ſame Child or Children, ſuch yearly Sum or Sums of Money, and for ſuch reſpective Times, and on ſuch Contingencies as are herein after mentioned; (that is to ſay) In Caſe of an eldeſt or only Son, then ſhall and do raiſe, levy and pay, for the Maintenance and Education of the ſaid Child or Children (not being an eldeſt or only Son) till their reſpective Ages of twelve Years, the ſeveral yearly Sums following, (*viz.*) If but one ſuch Child, the yearly Sum of 150 *l.* and if two ſuch Children and no more, the yearly Sum of 100 *l.* a-piece, and if three or more ſuch Children, the yearly Sum of 80 *l.* a-piece: And in the ſame Caſe, from and after their ſaid reſpective Ages of twelve Years, and until their ſaid reſpective Portions ſhall become payable, the ſeveral yearly Sums following, *viz.* If but one ſuch Child, the yearly Sum of 300 *l.* and if two ſuch Children, and no more, the yearly Sum of 200 *l.* a-piece, and if three or more ſuch Children, the yearly Sum of 100 *l.* a-piece; but in Caſe ſuch Child or Children be only a Daughter or Daughters (and that there be no ſuch eldeſt or only Son as aforeſaid) then ſhall and do raiſe, levy and pay, for the Maintenance and Education of ſuch Daughter or Daughters till their reſpective Age of twelve Years, the ſeveral yearly Sums following, *viz.* If but one ſuch Daughter, the yearly Sum of 200 *l.* and if two ſuch Daughters and no more, the yearly Sum of 120 *l.* a-piece, and if three or more ſuch Daughters, the yearly Sum of 100 *l.* a-piece; and in the ſame Caſe, from and after their ſaid reſpective Ages of twelve Years, and until their reſpective Portions ſhall become payable, the ſeveral yearly Sums following, *viz.* If but one ſuch Daughter only, the yearly Sum of 400 *l.* and if two ſuch Daughters and no more, the yearly Sum of 200 *l.* a-piece; and if three or more ſuch Daughter, the yearly Sum of 180 *l.* a-piece (ſo always that ſuch yearly Maintenances exceed not in the Whole (in Caſe of an eldeſt or only Son) the yearly Sum of 600 *l.* nor (in Caſe of a Daughter or Daughters only) the yearly Sum of 800 *l.* The ſaid reſpective yearly Sum or Sums for Maintenance and Education, to commence and be accounted from the Deceaſe of the Survivor of them the ſaid *Auſtin Archer* and *Agnes* his Wife; and to be paid to or for the Benefit of ſuch younger Child or Children, or Daughter or Daughters, as the Caſe may be, at the four moſt uſual Feaſts or Days of Payment in the Year before mentioned, by

Benefit of Survivorſhip among them;

but ſubject to Appointment,

if all die, Portions to ſink;

further Truſt to raiſe Maintenances, &c. until Portions payable;

different Sums at different Ages, and according to the Number of Children.

Maintenance when to commence;

and in the mean Time to permit Persons intitled, to take the Profits, &c.

even and equal Portions, free of all Taxes and other Deductions: And upon this further Truſt, that they the ſaid *Francis Fell* and *George Gale*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, until ſome one of the ſaid Portions ſhall become payable, permit and ſuffer ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant on the ſaid Term of one thouſand Years therein ſhall for the Time being belong or appertain, by Virtue of theſe Preſents, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes (over and above ſo much thereof as ſhall from Time to Time be paid or become payable for ſuch reſpective Maintenance and Education aforeſaid.) Provided always that no ſuch Demiſe, Sale or Mortgage as aforeſaid, ſhall be made until ſome one of the ſaid Portions ſhall become payable as aforeſaid. Provided alſo, that in Caſe there ſhall be no ſuch younger Child or Children, nor Daughter or Daughters of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* his Wife to be begotten; or being ſuch, all of them ſhall die before their ſaid reſpective Age or Marriage as aforeſaid; or in Caſe the ſaid Sum of 12000 *l.* before limited and appointed to be raiſed for his, her or their Portion or Portions as aforeſaid, as the Caſe may be, and alſo ſuch Maintenance in the mean Time, and until the ſame 12000 *l.* ſhall become payable as aforeſaid, ſhall be by the ſaid *Francis Fell* and *George Gale*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means aforementioned, or ſhall be, by ſuch Perſon or Perſons as for the Time being ſhall be next in Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one thouſand Years therein, paid, or to the good Liking of the ſaid *Francis Fell* and *George Gale*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents; then and in every or any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of one thouſand Years of and in the Premiſſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine and be utterly void to all Intents and Purpoſes; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe there ſhall be no Iſſue Male of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* his Wife begotten; or being ſuch, all of them ſhall die without Iſſue Male of their Bodies coming before any of them attain the Age of twenty-one Years; and that there ſhall be Iſſue three or more Daughters of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* begotten, which ſhall live to attain the Age of twenty-one Years or be married; then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *Agnes Archer*, at any Time or Times during her natural Life, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, atteſted by three or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, to charge by Way of Demiſe for any Term of Years, or otherwiſe, the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, or any of them, or any Part thereof (without Prejudice nevertheleſs to the Eſtate for Life of the ſaid *Auſtin Archer* therein) with and to the Payment of ſuch further Sum or Sums of Money to and for the Benefit of the ſame three or more Daughters as are herein after mentioned (over and above the ſaid Sum of 12000 *l.* herein before provided and agreed to be raiſed for the ſame Daughters); that is to ſay, In Caſe there ſhall be three ſuch Daughters and no more, which ſhall live to attain the ſaid Age of twenty-one Years, or be married, then with and to the Payment of the Sum of 8000 *l.* of lawful Money of *Great Britain* to or for the Benefit of the ſame three Daughters; and in Caſe there ſhall be four or more ſuch Daughters which ſhall live to attain the ſaid Age of twenty-one Years, or be married, then with and to the Payment of the Sum of 12000 *l.* of like Money to or for the Benefit of the ſame four or more Daughters; the ſaid further and additional Sum or Sums to be charged for the ſame Daughters, to be paid to and divided amongſt them at ſuch Time or Times, and in ſuch Parts and Proportions, Manner and Form as ſhe the ſaid *Agnes Archer* ſhall by ſuch her Writing or Writings, or laſt Will and Teſtament, or Writing purporting her laſt Will and

No Demiſe, &c. until Portion payable; Proviſo if no younger Child or Daughter &c. or Portions and Maintenances raiſed or ſecured,

the Term to ceaſe.

Provided, if no Iſſue Male, and three or more Daughters,

who attain twenty-one or marry,

the Wife may charge a certain further Sum

for their Benefit,

in ſuch Proportions, &c. as ſhe ſhall appoint;

Teſtament atteſted as aforeſaid, limit, direct, declare or appoint, with or without Power of Revocation; and in Default of ſuch Limitation, Direction, Declaration or Appointment, then to be equally divided amongſt the ſame Daughters, Share and Share alike, at their ſaid reſpective Ages of twenty-one Years or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid *Agnes Archer*; but if in her Life-time, then within three Calendar Months after her Deceaſe, and alſo with the Payment of any further yearly Sum or Sums of Money for the better Maintenance and Education of ſuch three or four Daughters not exceeding the Intereſt of their ſaid additional Portions; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Auſtin Archer*, at any Time or Times hereafter during his Life, and from and after his Deceaſe, to and for the ſaid *Agnes* his Wife, at any Time or Times during her Life, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein; and ſo as in every of the ſaid Leaſes there be contained a Clauſe of Re-entry for Nonpayment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Auſtin Archer* and *Agnes* his Wife, or the Survivor of them, by any Deed or Deeds, Writing or Writings, ſigned by them or the Survivor of them, and atteſted in the Preſence of three or more credible Witneſſes, by and with the Conſent of the ſaid *John Jenks* and *Kenrick Jenks*, or the Survivor, or the Heirs of ſuch Survivor, ſignified in Writing and atteſted as aforeſaid, and not otherwiſe, in order to ſettle the Premiſſes as herein after mentioned, to revoke, change, alter and make void, all and every the Uſe and Uſes, Truſts, Eſtates and Limitations herein before limited and declared of or concerning the ſaid ſeveral Meſſuages, Lands, Tenements, Fee-Farm Rents and Hereditaments in the ſeveral Counties of *Warwick* and *York* and the ſaid City of *London*, or any of them, and abſolutely to ſell and diſpoſe of the ſaid Meſſuages, Lands, Tenements, Fee-Farm Rents and Hereditaments in the ſaid Counties of *Warwick* and *York* and the City of *London*, or any of them, for the beſt Price that can be got for the ſame, by one or more Sales to any Perſon or Perſons that will purchaſe the ſame; ſo as the Money ariſing by ſuch Sale or Sales be paid to the ſaid *John Jenks* and *Kenrick Jenks*, or the Survivor of them, or the Heirs, Executors or Adminiſtrators; upon Truſt, as ſoon as conveniently may be, with the ſame Money to purchaſe other Lands, Tenements and Hereditaments, of equal Value with the Meſſuages, Lands and Hereditaments ſo to be ſold; and ſettle the ſame when purchaſed to the ſame Uſes, Intents and Purpoſes, and ſubject to the ſame Proviſoes, Limitations and Agreements as the ſaid Premiſſes now ſtand ſettled by theſe Preſents (except this preſent Proviſo and Power of Revocation in order to ſuch Sale or Sales as aforeſaid) the ſaid Purchaſe and Settlement to be made by Decree of the High Court of Chancery; any Thing herein before contained to the contrary notwithſtanding. And whereas in Purſuance of a Covenant and Agreement in the ſaid Indenture quadrupartite of Settlement in that Behalf contained, the ſaid *Auſtin Archer* and *Agnes* his Wife have ſurrendered, or intend forthwith to ſurrender ſeveral Copyhold or Cuſtomary Meſſuages, Lands, Tenements or Hereditaments of the ſaid *Agnes*, ſituate, lying or being in or near *Bardon* in the County of *Bedford*, and now or late in the ſeveral Tenures, Poſſeſſions or Occupations of *Caleb Church* and *Denzil Due*, or one of them, their or one of their Aſſigns, Leſſees or Undertenants,

in Default of Appointment. equally;

and further Sums for Maintenances.

Leaſing Power to Huſband and Wife ſucceſſively,

with Reſtrictions.

Power of Revocation, (with Conſent) reſerved,

as to Part of the Lands, with Power to ſell,

the Money to be paid to Truſtees, upon Truſt to purchaſe other Lands to the ſame Uſes,

except the Power of Revocation, to be by Decree in Chancery.

Recital that Huſband and Wife have ſurrendered Copyholds

tenants, or of ſome other Perſon or Perſons as Tenant or Tenants to them the ſaid *Auſtin Archer* and *Agnes* his Wife, or one of them, into the Hand or Hands of the Lord or Lords of the Manor or Manors, whereof the ſaid Copyhold Premiſſes are held, according to the Cuſtom or Cuſtoms of the ſame Manor or Manors; To the Uſe of the ſaid *Auſtin Archer* and *Agnes* his Wife, for their Lives, and the Life of the Survivor of them; and after the Death of the Survivor of them, then to the Uſe of the firſt and other Sons of the ſaid *Auſtin Archer* and *Agnes* his Wife ſucceſſively in Tail Male; and for want of ſuch Iſſue, then to the Uſe and Behoof of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, Uſe and Uſes, as ſhe the ſaid *Agnes Archer* ſhall, notwithſtanding her Coverture, by any Deed or Writing, laſt Will or Teſtament, or Writing purporting her laſt Will and Teſtament, atteſted by three or more credible Witneſſes, direct or appoint; and for want of ſuch Direction and Appointment, To the Uſe of the ſaid *Agnes Archer*, and of the Heirs of her Body lawfully to be begotten; and for want of ſuch Iſſue, To the Uſe of the ſaid *Agnes Archer* and of her Heirs and Aſſigns for ever; And they the ſaid *Auſtin Archer* and *Agnes* his Wife have been already, or are ſhortly to be admitted to the ſaid Copyhold or Cuſtomary Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in Purſuance and according to the true Intent and Meaning of ſuch Surrender or Surrenders: Now this Indenture further witneſſeth, and the ſaid *Agnes Archer* in Purſuance of the ſaid recited Power and Authority to her given and reſerved, or to be given and reſerved in and by ſuch Surrender or Surrenders, and Admittance or Admittances as aforeſaid, and of all and every Power and Powers, Authority and Authorities, to her in that Behalf given or reſerved, or any Ways enabling her thereunto, doth by this her ſaid Deed or Writing under her Hand and Seal, atteſted by the Perſons whoſe Names are hereupon indorſed as Witneſſes thereunto, direct, limit or appoint all and every the ſaid Copyhold of Cuſtomary Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, (from and after the Deceaſe of the Survivor or longer Liver of them the ſaid *Auſtin Archer* and *Agnes* his Wife, and Failure of Iſſue Male of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* begotten or to be begotten); To the Uſe and Behoof of the firſt and other Sons of the ſaid *Agnes Archer* by any other Huſband lawfully to be begotten, ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe and Behoof of the Daughter and Daughters of the ſaid *Agnes* by her preſent or any after-taken Huſband lawfully begotten or to be begotten, equally to be divided between them Share and Share alike, as Tenants in Common, and not as Joint-tenants; and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Daughter and Daughters lawfully iſſuing, and to ſurvive in ſuch and the like Manner and Form, and for ſuch and the like Eſtate and Eſtates as the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted and releaſed, are (on Failure of Iſſue Male of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* his Wife begotten or to be begotten) limited, or mentioned or intended; and for Default of all ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Auſtin Archer*, and of his Heirs and Aſſigns for ever. Provided laſtly, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Auſtin Archer* and *Agnes* his Wife, at any Time or Times hereafter during their joint Lives, by any Deed or Deeds, Writing or Writings under both their Hands and Seals, atteſted by three or more credible Witneſſes, and to and for the ſaid *Agnes* his Wife, in caſe ſhe ſhall ſurvive him the ſaid *Auſtin Archer*, at any Time or Times during her Life, by any Deed or Deeds, Writing or Writings under her Hand and Seal, atteſted by three or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, to revoke, alter, make void or change all and every, or any the Uſe and Uſes, Eſtate and Eſtates, Truſt and Truſts, Powers, Proviſoes, Directions, Limitations and Appointments herein before limited, directed, appointed, raiſed or declared, or mentioned or intended ſo to be, of or concerning all or any the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, and the ſaid

Copyhold

to the Uſe of them and the Survivor for Life, then of firſt and other Sons, *&c.* in Tail Male, then of Appointees of the Wife;

if no Appointment, to the Uſe of her and the Heirs of her Body, Remainder to her in Fee, and that they have been admitted.

The Appointment by the Wife,

failing Iſſue Male of this Marriage, to her firſt and other Sons by any other Huſband ſucceſſively in Tail Male, Remainder to her Daughters in Common, in Tail, with Survivorſhip, *&c.* as other Lands *ſupra*. Remainder to the Huſband in Fee.

Power of Revocation to Huſband and Wife, and the Survivor;

Copyhold Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parts thereof, (ſubſequent upon and ſubject to, and from and after Failure of the Uſes, Truſts, Limitations and Eſtates herein before limited, declared, directed or appointed, to or for the Benefit of the ſaid *Auſtin Archer* and *Agnes* his Wife, for their Lives, and the Iſſue Male of the ſaid *Auſtin Archer*, on the Body of the ſaid *Agnes* his Wife begotten, or to be begotten, and ſubject to, and after the Determination of the ſaid Term of one thouſand Years herein before limited, and the Truſts thereof;) and by the ſame Deed or Deeds, or Writing or Writings, or Laſt Will and Teſtament, or by any other Deed or Deeds, or Writing or Writings atteſted as aforeſaid, to limit, declare, direct or appoint any new or other Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts, Powers, Proviſoes, Directions Limitations or Appointments of or concerning the Premiſſes, whereof the Uſes ſhall be ſo revoked as aforeſaid, as to them the ſaid *Auſtin Archer* and *Agnes* his Wife, during their joint Lives, and to her the ſaid *Agnes*, in Caſe ſhe ſhall ſurvive the ſaid *Auſtin Archer*, ſhall ſeem meet and proper; and ſo always nevertheleſs, that ſuch new Uſes, Eſtates, Truſts, Powers, Proviſoes, Directions, Limitations and Appointments to be limited, declared, directed or appointed as aforeſaid, ſhall be ſubſequent and ſubject to, and to commence and take Effect only upon, and from and after the Death of the Survivor of them the ſaid *Auſtin Archer* and *Agnes* his Wife, and Failure of Iſſue Male of the ſaid *Auſtin Archer* on the Body of the ſaid *Agnes* his Wife begotten, or to be begotten, and ſubject to and after the Determination of the ſaid Term of one thouſand Years, and the Truſts thereof; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs whereof the ſaid Parties to theſe Preſents have hereunto ſet their Hands and Seals the Day and Year firſt above written.

ſubject to certain Limitations,

and Power to limit new Uſes, &c.

not to take Effect until after the Death of the Survivor of them, &c.

A Purchaſe and Settlement of Lands in Conſideration of Part of the Wife's Fortune, which was Bank Stock, and by Marriage Articles was liable to be ſold and laid out in Lands; ſubject to Uſes in the Articles, for the Benefit of Huſband and Wife by Moieties, and their Children, with a great Variety of Diſpoſitions mentioned in the Margin. In this Purchaſe the Huſband is one of the Ceſtuy que Truſts, *and was alſo Remainder Man in Fee of the former Eſtate.* N° 10.

THIS Indenture tripartite made the eighth Day of *Auguſt Anno Domini* 1731. and in the fifth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, &c. between Sir *Abel Alb* of, &c. Knt. and Dame *Beatrix* his Wife, the Widow and Relict of *David Bell* late of *Condale*, deceaſed, and *Eldred Ewen* of the *Middle-Temple*, *London*, Eſq; and *Guy Gale* of *Hanns* in the County of *Kent*, Eſq; (Truſtees for and on the Behalf of the ſaid *Beatrix*) of the firſt Part; *Lewis Bell* of *Condale* aforeſaid, Eſq; only Brother of the ſaid *David Bell* late of *Condale*, and *Mary* Wife of the ſaid *Lewis Bell*, of the ſecond Part; *Noah Norris* of *Olden* in the County of *Pembroke*, Eſq; *Robert Norris* of *Sans* in the ſaid County of *Pembroke*, Eſq; *Titus Tull* of *Vam* in the County of *Wilts*, Eſq; and *Xerxes Tull* of *London*, Eſq; of the third Part. Whereas by Articles of Agreement tripartite indented, bearing Date on or about the twenty-third Day of *June*, which was in the Year of our Lord 1729. and made or mentioned to be made between the ſaid *Lewis Bell* of the firſt Part, the ſaid *Mary Bell*, now his Wife, by her then Name of *Mary Tull* of *Yar*, Spinſter, of the ſecond Part, the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, of the third Part, made previous and in order to the Marriage of the ſaid *Lewis Bell* with the ſaid *Mary Bell*, reciting therein, That 16000 *l.* and upwards (Part of the Portion of the ſaid *Mary Bell*) had been laid out and veſted in 11800 *l.* Stock in the Capital Stock of the Governor and Company of the Bank of *England*, commonly called Bank Stock, which had been transferred to the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, in the Books of the ſaid Company, it was thereby declared and agreed, That the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, their Executors,

The Parties.

Marriage Articles recited,

whereby Bank Stock, (Part of the Wife's Portion) was veſted in Truſtees,

cutors, Adminiſtrators and Aſſigns, ſhould from thenceforth ſtand and be poſſeſſed of the ſaid 11800 *l.* Bank Stock, upon the Truſts, and for the Intents and Purpoſes, and ſubject to the Proviſoes and Agreements therein and herein after mentioned; (that is to ſay) From and after the Solemnization of the ſaid then intended Marriage, in Truſt to permit the ſaid *Lewis Bell* to receive and take the Intereſt, Dividends, Profits and Produce thereof, during the Term of his natural Life; and from and after the Deceaſe of the ſaid *Lewis Bell* (in Caſe ſhe the ſaid *Mary Bell* ſhould happen to ſurvive him, and there ſhould be, at the Time of ſuch his Deceaſe, Iſſue living of the Body of the ſaid *Lewis Bell* on the Body of the ſaid *Mary Bell* begotten) then upon Truſt, in the firſt Place, that the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, or the Survivors or Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhould ſell and diſpoſe of one Moiety or half Part of the ſaid Bank Stock 11800 *l.* and pay, within one Month after ſuch the Deceaſe of the ſaid *Lewis Bell*, unto the ſaid *Mary Bell*, ſuch Sum and Sums of Money as ſhould ariſe by Sale of ſuch Moiety of the ſaid Bank Stock, or ſhould transfer to her one Moiety of the ſaid Stock for her own proper Uſe and Benefit; and then alſo upon further Truſt, to permit and ſuffer the ſaid *Mary Bell* to receive and take the Intereſts, Dividends and Profits of the Reſidue or other Moiety of the ſaid Bank Stock, thereby veſted and ſettled, for and during the Term of her natural Life; and from and after her Deceaſe, then upon Truſt for all and every the Child and Children of the ſaid *Lewis Bell* on the Body of the ſaid *Mary Bell* to be begotten, which ſhould be living at the Death of the ſaid *Mary Bell*, equally to be divided between them, Share and Share alike; and if there ſhould be but one ſuch Child then living, then in Truſt for ſuch only Child; ſuch Reſidue or Moiety to be transferred to ſuch Child or Children, (that is to ſay) To a Son or Sons at his or their reſpective Age of twenty-one Years, and to a Daughter or Daughters at the reſpective Age of twenty-one Years, or Day or Days of Marriage, which ſhould firſt happen, if ſuch reſpective Times happened after the Deceaſe of the ſaid *Mary Bell*, but if in her Life-time, then within one Calendar Month next after her Deceaſe, and not before or ſooner, unleſs by the expreſs Conſent and Direction of the ſaid *Mary Bell*. And it was thereby further declared and agreed, That in the mean Time, and until ſuch Child or Children ſhould become intitled to receive their reſpective Shares of the ſaid Bank Stock, they the ſaid laſt named Truſtees, and the Survivors and Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor ſhould, from and after ſuch the Deceaſe of the ſaid *Mary Bell*, apply all the Dividends, Profits and Produce of the reſpective Shares of the ſaid Children of and in the ſaid Bank Stock, or ſo much thereof as the ſame Truſtees ſhall judge fitting towards their Maintenance and Education. And it was thereby provided and agreed, That in Caſe any one or more of the Children of the ſaid *Lewis Bell* on the Body of the ſaid *Mary Bell*, which ſhould be living at her death, ſhould happen to die before he, ſhe or they ſhould become intitled to receive his, her or their reſpective Parts or Shares of the ſaid Bank Stock, then the Part or Share of him, her or them ſo dying ſhould go and be transferred to the Survivors of ſuch Children (if more than one) equally, Share and Share alike; or if there ſhould be but one ſurviving Child, then to ſuch only ſurviving Child; and to be transferred to him, her or them at the reſpective Times when he, ſhe or they ſhould become intitled to his or their original Shares of the ſaid Bank Stock. And it was thereby further provided and agreed, That in Caſe there ſhould be any Child or Children of the ſaid *Lewis Bell* on the Body of the ſaid *Mary Bell* begotten, it ſhould and might be lawful for them the ſaid *Lewis Bell* and *Mary Bell*, or the Survivor of them (for the better Advancement of any ſuch Child or Children) in the Life-time of them, or the Survivor of them, or for the veſting a certain and fixed Intereſt in any ſuch Child or Children (if it ſhould be thought proper) by any Writing or Writings under the Hands and Seals of them the ſaid *Lewis Bell* and *Mary Bell*, or the Hand and Seal of the Survivor of them, atteſted by two or more credible Witneſſes, to direct, limit or appoint any Part of the ſaid Bank Stock, to be transferred and aſſigned, either in the Life-time of the ſaid *Lewis Bell* and *Mary Bell*, or after the Death of them, or any of them, to or to the Uſe of any ſuch Child or Children; ſo as ſuch Part of the ſaid Stock as ſhould be ſo directed or appointed to be transferred to or to the Uſe of ſuch Child or Children, ſhall not exceed an equal Share of ſuch Child or Children of and in the

after the Marriage to permit the Huſband to take the Profits during Life, then if the Wife ſurvive, and there be Iſſue living,

to ſell half, and pay

the Money to the Wife, or transfer the Moiety to her, and to permit her to take the Profits of the other Moiety for Life, and after her Death, this Moiety for their Children then living,

at what Times,

and in the mean Time, (after her Death) the Profits to maintain them,

with Benefit of Survivorſhip among the Children,

with Power to the Huſband and Wife, and the Survivor, to appoint any Part, for the Advancement of Children,

not exceeding ſuch Child's Share.

ſaid Bank Stock, in Proportion to the reſt of the Children of the ſaid *Lewis Bell* on the Body of the ſaid *Mary Bell*, which ſhould be living at the Time when ſuch Appointment ſhould be ſo made: And after ſuch Appointment ſhould be ſo made, it ſhould and might be lawful for the ſaid laſt mentioned Truſtees, and the Survivors and Survivor of them, his Executors or Adminiſtrators, to aſſign and transfer ſuch Part of the ſaid Bank Stock as ſhould be ſo appointed to be transferred to or to the Uſe, or for the Benefit of ſuch of the ſaid Children, and at ſuch reſpective Times as the ſame ſhould be ſo appointed to be transferred. And it was thereby further provided and agreed, That if any Son of the ſaid *Lewis Bell*, on the Body of the ſaid *Mary Bell*, ſhould at any Time during the Lives of them the ſaid *Lewis* and *Mary Bell*, or the Life of the Survivor of them, or after their Deceaſe, and before ſuch Son's attaining the Age of twenty-one Years, become Heir at Law or Heir Male of the Body of the ſaid *Lewis Bell*, ſo as to inherit his Eſtate, and there ſhould be other Child or Children of him by his ſaid Wife; then the Truſt of and in the ſaid Stock, as to ſuch Son, ſhould ceaſe, and the Share and Proportion of ſuch Son therein (except what might have been then appointed him for any ſpecial Purpoſe, according to the Power above in that behalf) ſhould go to the other Child or Children of the Body of the ſaid *Lewis Bell*, on the Body of the ſaid *Mary Bell* equally, as if ſuch Son was naturally Dead. And it is thereby further provided, That if any Daughter or Daughters of the ſaid *Lewis Bell*, by the ſaid *Mary Bell*, ſhould at any Time, during the Lives of the ſaid *Lewis* and *Mary Bell*, or the Life of the Survivor of them, marry any Perſon or Perſons without the Conſent of the ſaid *Lewis Bell* and *Mary Bell*, or the Survivor of them; that then it ſhould be lawful for them, or the Survivor of them, by any Deed or Writing under both their Hands and Seals, if living, or under the Hand and Seal of the Survivor of them, if one ſhould be then dead, to appoint and diſpoſe of the Share and Shares of ſuch Daughter or Daughters ſo marrying without Conſent, to and amongſt the other Children of the ſaid *Lewis Bell* by the ſaid *Mary Bell*, in ſuch Shares and Proportions as the ſaid *Lewis* and *Mary Bell*, or the Survivor of them, ſhould think fit; ſuch Writing to be atteſted by two credible Witneſſes at leaſt; and if there ſhould be then no other Child or Children of the ſaid *Lewis Bell* and *Mary Bell*, then to ſuch Perſon and Perſons as the ſaid *Mary Bell* ſhould at any Time give or deviſe the ſame by her laſt Will and Teſtament in Writing, or by any other Writing under her Hand and Seal, whether ſhe ſhould at that Time be married or ſole; ſuch Will or Writing being duly ſigned, ſealed and executed in the Preſence of two or more credible Witneſſes. And it was thereby further provided and agreed, That in Caſe the ſaid *Mary Bell* ſhould happen to die in the Life-time of the ſaid *Lewis Bell*, and ſhould have one or more Child or Children of her Body begotten by the ſaid *Lewis Bell*, living at the Time of her Deceaſe; then upon Truſt that they the laſt named Truſtees, and the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor ſhould, after the Deceaſe of the ſaid *Lewis Bell*, ſell and diſpoſe of one Moiety or half Part of the ſaid Bank Stock, and pay ſuch Sum and Sums of Money as ſhould thereby ariſe unto ſuch Perſon or Perſons only, and no other, and for ſuch Uſes, Intents and Purpoſes only, and no other, as ſhe the ſaid *Mary Bell*, by any Deed or Writing, or by her laſt Will and Teſtament in Writing, or any other Deed or Writing in the Nature of or purporting to be her laſt Will and Teſtament, to be by her ſigned and ſealed in the Preſence of two or more credible Witneſſes, ſhould direct and appoint; and for Want of ſuch Direction and Appointment, unto the Child or Children of the ſaid *Mary Bell*, his, her or their Executors and Adminiſtrators: And upon further Truſt, That they the ſame Truſtees, and the Survivors or Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor ſhould, after the Deceaſe of the ſaid *Lewis Bell*, ſtand poſſeſſed of the other Moiety thereof, in Truſt for all and every the Child or Children of the ſaid *Lewis Bell* on the Body of the ſaid *Mary Bell*, which ſhould be living at the Death of the Survivor of them the ſaid *Lewis Bell* and *Mary Bell*, equally to be divided between them, Share and Share alike; and if there ſhould be but one ſuch Child then living, then in Truſt for ſuch only Child; ſuch Stock to be transferred to ſuch Child or Children, (that is to ſay) To a Son or Sons at his or their reſpective Age of twenty-one Years, and to a Daughter or Daughters at her or their reſpective Age of twenty-one Years, or

The Truſtees to transfer accordingly.

Provided an eldeſt Son, or Son becoming ſo, to have no Part,

(except in Caſe of ſuch preceding Appointment) and that Daughters marrying without Conſent of Father and Mother, or the Survivor, might be excluded, and their Shares appointed to other Children,

or if none ſuch, then to other Perſons as the Wife ſhall appoint;

and if the Wife die, living the Huſband, and leaving a Child, *&c.* then the Truſtees, after the Huſband's Deceaſe, to ſell the Stock, and pay a Moiety to Appointees of the Wife,

and if no Appointment, to her Children equally, and upon Truſt, after the Huſband's Deceaſe, to ſtand poſſeſſed of the other Moiety for the Children;

or Day or Days of Marriage, which ſhould firſt happen. And it was thereby further provided and agreed, that in Caſe the ſaid *Mary Bell* ſhould happen to die in the Life-time of the ſaid *Lewis Bell*, and ſhould leave no Iſſue living of her Body begotten by the ſaid *Lewis Bell*; or being ſuch Iſſue then living, all of them ſhould die before any of them ſhould become intitled to any Part of the ſaid Bank Stock as aforeſaid; that then, and in any of the ſaid Caſes, the ſame Truſtees, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhould transfer and aſſign one Moiety of the ſaid Bank Stock to the ſaid *Lewis Bell*, his Executors, Adminiſtrators and Aſſigns, and all the Reſt and Reſidue of the ſaid Bank Stock, and every Part thereof ſhould, after the Death of the ſaid *Lewis Bell*, be transferred and aſſigned to ſuch Perſon and Perſons, and for ſuch Uſes, Intents and Purpoſes as ſhe the ſaid *Mary Bell*, at any Time during her Life, alone and without the ſaid *Lewis Bell*, and notwithſtanding her Coverture, by her Laſt Will and Teſtament in Writing, or any other Writing or Writings under her Hand and Seal, to be ſigned and ſealed, and duly executed in the Preſence of two or more credible Witneſſes, ſhould direct or appoint; and in Default of ſuch Direction and Appointment, then to the Executors or Adminiſtrators of the ſaid *Mary Bell*. And it was thereby further provided and agreed, That in Caſe the ſaid *Lewis Bell* ſhould happen to die in the Life-time of the ſaid *Mary Bell*, leaving no Iſſue living of his Body on the Body of the ſaid *Mary Bell* begotten, or there being ſuch Iſſue then living, and all ſuch Iſſue ſhould happen to die before any of them ſhould become intitled to any Part or Share of the ſaid Bank Stock as aforeſaid; that then the ſaid Truſtees, and the Survivor of them, his Executors and Adminiſtrators, upon Failure of ſuch Iſſue, ſhould transfer the ſaid Bank Stock unto the ſaid *Mary Bell*, her Executors, Adminiſtrators and Aſſigns. And it was thereby further provided and agreed, That in Caſe the ſaid *Lewis Bell* and *Mary Bell* ſhould both happen to die whilſt there ſhould be Iſſue of the Body of the ſaid *Lewis Bell* on the Body of the ſaid *Mary Bell* living, and all ſuch Iſſue ſhould afterwards happen to depart this Life before any of them ſhould become intitled to the whole, or any Part of the ſaid Bank Stock, leaving no Iſſue of his, her or their Body or Bodies; that then and in ſuch Caſe the ſame Truſtees, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, upon ſuch Failure of Iſſue, ſhould tranſfer the ſaid Bank Stock (other than what ſhould have been before ſold or transferred for the Benefit of the ſaid *Mary Bell*, or her Children, by Virtue of any the Agreements aforeſaid) to ſuch Perſon or Perſons, and for ſuch Uſes, Intents and Purpoſes as the ſaid *Mary Bell* at any Time during her Life, alone and without the ſaid *Lewis Bell*, and whether ſole or under Coverture, by her Laſt Will and Teſtament in Writing, or any other Writing or Writings under her Hand and Seal, ſigned and ſealed in the Preſence of two or more credible Witneſſes, ſhould direct or appoint; and in Default of ſuch Direction and Appointment, then to the Executors or Adminiſtrators of the ſaid *Mary Bell*. And it was thereby further provided and agreed, That it ſhould be lawful to and for the ſame Truſtees, and the Survivors and Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, or ſuch others on whom the ſaid Truſt ſhould devolve, by Virtue of the Power therein after in that Behalf mentioned (with the Conſent of the ſaid *Lewis Bell* and *Mary Bell*, or the Survivor of them, teſtified by Writing under their Hands and Seals, or under the Hand and Seal of the Survivor of them, ſigned and ſealed in the Preſence of two or more credible Witneſſes, or without ſuch Conſent, if both of them ſhould happen to be dead) to ſell and diſpoſe of the ſaid Bank Stock, or any Part thereof, for the beſt Price that could reaſonably be got for the ſame, and to lay out and inveſt, lend or place out the Money ariſing by ſuch Sale, as alſo all ſuch principal Sums as ſhould happen to be paid in upon the ſaid Stock, in or upon any of the publick Funds, Mortgages or other Securities, at Intereſt, or in the Purchaſe of any Lands, Tenements or Hereditaments of Inheritance, or for Terms of Years as they the ſame Truſtees, or the Survivors or Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, or ſuch others on whom the ſaid Truſt ſhould devolve as aforeſaid, with ſuch Conſent of the ſaid *Lewis Bell* and *Mary Bell*, or the Survivor of them, if living, ſo teſtified as aforeſaid, or without ſuch Conſent, if both of them happen to be then dead, ſhould think fit. And it was thereby further declared, that in Caſe any Meſſuages, Lands, Tenements or Hereditaments ſhould be

And if the Wife die, living the Huſband, and leaving no Iſſue which lived to become intitled, then the Truſtees to transfer a Moiety to the Huſband, and the Reſidue (after his Death) to Appointees of the Wife,

and if no Appointment, to her Executors, &c.

And if the Huſband die, living the Wife, leaving no Iſſue, which lived to become intitled, then the Truſtees to tranſfer the Bank Stock to the Wife, &c.

And if Huſband and Wife die, leaving Iſſue, which ſhould not live to become intitled to the Whole, and leaving no Iſſue, then to Appointees of the Wife,

and if no Appointment, to her Executors, &c. with Power to the Truſtees,

with Conſent,

to ſell the Bank Stock, and place out the Money at Intereſt, &c.

or in a Purchaſe of Lands,

and without Conſent, if the Huſband and Wife dead.

Lands purchaſed to

be ſo purchaſed, the ſame ſhould be conveyed and ſettled unto and upon the ſame Truſtees and their Heirs, or unto and upon the Survivors or Survivor of them, and ſome other Truſtees and their Heirs, to be nominated by the ſaid *Lewis Bell* and *Mary Bell*, or the Survivor of them, if living, upon the ſame Truſts, and for the ſame Intents and Purpoſes, and ſubject to the ſame Proviſoes as are therein and herein before mentioned and declared of and concerning the ſaid Bank Stock, or as near the ſame as conveniently might be, and the Nature of the Caſe would bear; as in and by the ſaid recited Articles, Relation being thereunto had, may (among other Things therein contained) more fully and at large appear. And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the twenty-ninth and thirtieth Days of *June* laſt paſt before the Date hereof, the Releaſe being quadrupartite, and made or mentioned to be made between the ſaid Sir *Abel Aſh* and the ſaid *Beatrix Bell* of the firſt Part, the ſaid *Lewis Bell* of the ſecond Part, *Adam Aſton* of *Huns* aforeſaid, Gent. of the third Part, and the ſaid *Robert Norris* by the Name of *Robert Norris* of *Cadwell* in the County of *Kent*, Eſq; of the fourth Part, and by Fine and Recovery in the ſame Indenture of Releaſe covenanted to be levied and ſuffered, and which were afterwards duly levied and ſuffered accordingly, the Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, are and were *(inter alia)* conveyed and limited to the Uſe of the ſaid *Eldred Ewen* and *Guy Gale* and their Heirs, during the Life of the ſaid Dame *Beatrix*, without Impeachment of Waſte; upon Truſt to convey, aſſure and diſpoſe of the ſame, or any Part or Parcel thereof, until ſuch Perſon or Perſons, and in ſuch Manner as ſhe the ſaid Dame *Beatrix* as well married as ſole, and notwithſtanding her Coverture, ſhould from Time to Time by any Writing or Writings under her Hand and Seal, atteſted by two or more Witneſſes, limit, direct or appoint; and in Default of, and until ſuch Direction, Limitation and Appointment, to the ſaid Dame *Beatrix* and her Aſſigns, and from and after her Deceaſe, then to the Uſe of the ſaid *Lewis Bell*, his Heirs and Aſſigns for ever. And whereas the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands and Hereditaments herein after mentioned to be hereby granted and releaſed (being of the yearly Value of 750*l.* or thereabouts) are thought in the Judgment of the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull*, *Xerxes Tull*, and the ſaid *Lewis Bell* and *Mary* his Wife, to be a convenient and advantageous Purchaſe wherein to lay out and inveſt the Monies to be raiſed by Sale of the ſaid Bank Stock, which they have agreed ſhould be ſold for that Purpoſe, purſuant to the aforeſaid Proviſo in the ſaid Articles contained in that Behalf; And therefore they the ſame Truſtees, with the Approbation and Conſent of the ſaid *Lewis Bell* and *Mary* his Wife (teſtified by their being Parties to, and their Signing, Sealing and Executing theſe Preſents) have contracted and agreed with the ſaid Sir *Abel Alb* and Dame *Beatrix* and *Lewis Bell*, for the abſolute Purchaſe of the ſame Manors, Rectory, Advowſon, Meſſuages, Lands and Hereditaments (to be ſettled purſuant to the Direction of the ſame Articles in that Behalf) for the Sum or Price of 16800*l.* (being all the Monies which the ſaid Bank Stock will on Sale thereof produce) whereof the Sum of 9000*l.* (Part thereof) is to be paid to the ſaid Sir *Abel Alb* and Dame *Beatrix* his Wife, or one of them, for the Purchaſe of all the Eſtate and Intereſt of the ſaid Sir *Abel Alb* and Dame *Beatrix* his Wife, or either of them, of and in the ſame Manors and Hereditaments; and the Sum of 7800*l.* (Reſidue thereof) is to be paid to the ſaid *Lewis Bell* for the Purchaſe of his ſaid Eſtate, Intereſt and Inheritance of and in the ſame Manor and Hereditaments: Now this Indenture witneſſeth, that in Purſuance of the ſaid recited Contract and Agreement, and for and in Conſideration of the ſaid Sum of 16800*l.* of lawful Money of *Great Britain* (being all the Monies ariſing by Sale of the ſaid Bank Stock) by the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, with the Conſent and by the Direction of the ſaid *Lewis Bell* and *Mary Bell* (teſtified as aforeſaid) in Hand paid at or before the Executing and Delivery of theſe Preſents, in Manner and in the Proportions following; (that is to ſay) The ſaid Sum of 9000*l.* (Part thereof) to the ſaid Sir *Abel Alb* and Dame *Beatrix* his Wife, and the Sum of 7800*l.* (Reſidue thereof) to the ſaid *Lewis Bell*; the Receipt and Payment of which ſaid ſeveral Sums of 9000*l.* and 7800*l.* accordingly

be upon the ſame Truſts.

Indentures of Leaſe and Releaſe recited,

whereby Manors, &c.

were conveyed to Truſtees during the now Grantor's Wife's Life, to ſell as ſhe ſhould appoint;

and if no Appointment, to her, and after her Death, to the *ceſtuy que Truſt* in this Purchaſe in Fee,

and that the Lands are thought a proper Purchaſe,

and have been contracted for, by Conſent, &c.

The Conſideration.

ingly they the ſaid Sir *Abel Alb* and Dame *Beatrix* his Wife and *Lewis Bell* do hereby reſpectively acknowledge, and thereof and of every Part thereof do hereby reſpectively acquit, releaſe and diſcharge the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents; and for and in Conſideration of the Sum of 10*s.* of like Money to the ſaid *Eldred Ewen* and *Guy Gale* in Hand paid by the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Eldred Ewen* and *Guy Gale* at the Requeſt and by the Direction and Appointment of the ſaid Dame *Beatrix Alb*, and with the Privity and Conſent of the ſaid Sir *Abel Alb* (teſtified by their being Parties to and their Signing, Sealing and Executing theſe Preſents) have, and each of them hath bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth bargain, ſell, releaſe and confirm; and the ſaid Sir *Abel Alb* and Dame *Beatrix* his Wife, and *Lewis Bell* have, and each and every of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, their Heirs and Aſſigns, all that the Manor or Lordſhip or College of *Deepfield*, with all and every the Rights, Royalties, Members and Appurtenances thereof in the County of *Eſſex*, and all the Farms, Meſſuages, Houſes, Edifices, Buildings, Gardens, Orchards, Lands, Meadows, Paſtures, Feedings, Woods, Under-woods, Waſtes, Commons, Rents, Reverſions, Services, Tenements and Hereditaments whatſoever, with all their and every of their Appurtenances, lying and being in *Deepfield* aforeſaid, or elſewhere in the ſaid County of *Eſſex*, to the ſaid Manor or Lordſhip of *Deepfield*, or to any Part or Parcel thereof, belonging or in any wiſe appertaining; or reputed, eſteemed or taken as Part, Parcel or Member thereof, or thereto or therewith, or to or with any Part or Parcel thereof uſually letten, uſed, occupied or enjoyed; and alſo all that Manor or Lordſhip of *Fynd*, with all and every the Rights, Royalties, Members and Appurtenances thereof in the ſaid County of *Eſſex*, and all the Farms, Meſſuages, Houſes, Edifices, Buildings, Gardens, Orchards, Lands, Meadows, Paſtures, Feedings, Woods, Under-woods, Waſtes, Commons, Rents, Reverſions, Services, Fines, Amerciaments, Franchiſes, Liberties, Courts, Courts-Leet, View of Frankpledge, Courts-Baron, Advowſons, Warrens, Profits, Tenements and Hereditaments, with all and every their Appurtenances, ſituate, lying and being in *Deepfield* aforeſaid, or elſewhere in the ſaid County of *Eſſex*, to the ſaid Manor or Lordſhip of *Fynd*, or to any Part or Parcel thereof belonging or in any wiſe appertaining; or reputed, eſteemed or taken as Part, Parcel or Member thereof, or therewith or thereto, or to or with any Part or Parcel thereof uſually letten, occupied, uſed or enjoyed; and alſo all that the Rectory or Parſonage of *Deepfield*, with all the Meſſuages, Lands, Barns, Stables, Out-houſes, Edifices, Buildings, Glebe-Lands, Meadows, Paſtures, Feedings, Woods, Underwoods, Tithes, Oblations, Obventions, Offerings, Portions, Commodities, Emoluments, Profits, Rights, Members and Appurtenances thereof, ſituate, lying and being, happening, growing, renewing, ariſing or increaſing in *Deepfield* aforeſaid, or elſewhere in the ſaid County of *Eſſex*, to the ſaid Rectory or Parſonage belonging or in any wiſe appertaining; or accepted, reputed or taken as Part or Parcel thereof, or therewith uſually letten, occupied, uſed or enjoyed; and alſo all that the Advowſon and Patronage of, or Right of Preſentation to the Vicarage or Church of *Deepfield* aforeſaid; and alſo all thoſe Tithes and Tenths, both perſonal, predial and mixed, Profits, Commodities and Appurtenances, of what Nature or Kind ſoever, late belonging to the ſaid *David Bell*, ariſing, renewing, accruing, increaſing, growing or coming due for or out of all or any the Meſſuages, Farms, Cloſes, Gardens, Orchards, Lands and Hereditaments whatſoever, with the Appurtenances, ſituate, lying and being in the aforeſaid Pariſh of *Deepfield* in the ſaid County of *Eſſex*, now or late in the Tenure or Occupation of *George Gee*, Eſq; his Aſſigns or Undertenants; and alſo all that Capital Meſſuage and Scite of the College of *Deepfield* in the ſaid County of *Eſſex*, and all the Barns, Stables, Out-houſes, Buildings, Yards, Backſides, Gardens, Orchards and Appurtenances whatſoever thereunto belonging; together with all thoſe ſeveral Pieces or Parcels of Arable, Meadow,

The Releaſe, &c.

The Parcels.

General Words.

A Rectory.

An Advowſon.

Tithes.

A College.

Paſture and Woodland Grounds herein after particularly mentioned; (that is to ſay) All that Piece or Parcel of Land called [*Here many Parcels.*] And all and every other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever in the Pariſh of *Deepfield* aforeſaid in the ſaid County of *Eſſex*, which in and by the ſaid Indentures of Leaſe and Releaſe, and Fine and Recovery, or any of them, were conveyed and limited, or mentioned or intended to be conveyed and limited to the ſaid *Eldred Ewen* and *Guy Gale*, and their Heirs, during the Life of the ſaid Dame *Beatrix Alb*, in Truſt as aforeſaid, with their and every of their Appurtenances, (all which ſaid Manor, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before granted and releaſed, or mentioned or intended ſo to be, are now in the actual Poſſeſſion of the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Eldred Ewen*, *Guy Gale*, Sir *Abel Alb*, Dame *Beatrix Alb* and *Lewis Bell* for the Term of one whole Year, in Conſideration of 10*s.* to them paid by the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion, made and provided;) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Eldred Ewen*, *Guy Gale*, Sir *Abel Alb*, Dame *Beatrix Alb* and *Lewis Bell*, and of each and every of them, of, in, to or out of the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, every or any Part or Parcel thereof; To have and to hold the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, their Heirs and Aſſigns for ever, to and for the only Uſe and Behoof of the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, and their Heirs and Aſſigns for ever; upon the ſame Truſts nevertheleſs, and to and for the ſame Intents and Purpoſes, and ſubject to the ſame Proviſoes and Agreements as are in and by the ſaid recited Articles and herein before mentioned and declared of and concerning the ſaid Bank Stock, or as near the ſame as the Nature of the Caſe will bear and admit. And the ſaid *Eldred Ewen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, their Heirs and Aſſigns, that he the ſaid *Eldred Ewen* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned ſo be, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Guy Gale* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, their Heirs and Aſſigns, that he the ſaid *Guy Gale* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned ſo to be, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. And the ſaid Sir *Abel Alb*, for himſelf and for the ſaid Dame *Beatrix* his Wife, his and her Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and grant to and with the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, their Heirs and Aſſigns, in Manner and Form following; (that is to ſay) That they the ſaid Sir *Abel Alb* and Dame *Beatrix* his Wife, or either of them, have not, nor hath at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned ſo to be, or any Part thereof, is, are, ſhall or

General Words.

Reference to a Bargain, &c. for a Year.

General Words.

Habendum

upon the ſame Truſts, &c. as the Bank Stock was.

One of the Truſtees covenants that he has not incumbred.

The like Covenant by the other Truſtee.

The Huſband Vendor covenants for himſelf and Wife that they have not incumbred.

or may be impeached, charged or incumbred in Title, Charge or Eſtate, or otherwiſe howſoever, except Leaſes for Years to the ſeveral Tenants thereof, at the beſt improved yearly Rents. And moreover, that they the ſaid Sir *Abel Alb* and Dame *Beatrix* his Wife, and each of them, and all and every Perſon or Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any Part thereof, from, by or under, or in Truſt for them or either of them, ſhall and will at any Time or Times hereafter, during the Life of the ſaid Dame *Beatrix Alb*, upon every reaſonable Requeſt, and at the proper Coſts and Charges of the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, or the Survivors or Survivor of them, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, unto and to the Uſe of the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, their Heirs and Aſſigns, in Manner and upon the Truſts aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents (be the ſame by Fine, Feoffment, Common Recovery or otherwiſe howſoever) as by the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, or the Survivors or Survivor of them, his Heirs, Executors, Adminiſtrators or Aſſigns, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So that ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his, her, or their Heirs who ſhall make and do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his, her or their then reſpective Dwellings or Places of Abode. And the ſaid *Lewis Bell* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, their Heirs and Aſſigns, in Manner and Form following; (that is to ſay) That the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned or intended to be hereby granted and releaſed, with the Appurtenances, ſhall or lawfully may, from Time to Time and at all Times hereafter remain, continue and be to and for, and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and ſubject to the Proviſoes and Agreements herein before mentioned, expreſſed and declared, or referred to, of and concerning the ſame; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Lewis Bell*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſame Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under the ſaid *David Bell*, or any of the Anceſtors of the ſaid *Lewis Bell*; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Lewis Bell*, his Heirs, Executors or Adminiſtrators well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rents, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges, and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Lewis Bell* and *David Bell*, or either of them, or any of the Anceſtors of the ſaid *Lewis Bell*, or by any

and for further Aſſurances,

during her Life,

upon the Truſts, &c.

The Huſband *ceſtuy que Truſt* covenants for quiet Enjoyment,

free from Incumbrances,

other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them or any of them, his, their or any of their Acts, Means, Aſſent, Conſent or Procurement. And moreover, that he the ſaid *Lewis Bell*, and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under the ſaid *David Bell*, or any of the Anceſtors of the ſaid *Lewis Bell*, ſhall and will at any Time or Times hereafter at the Requeſt, Coſts and Charges of the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, or the Survivors or Survivor of them, his Heirs, Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, unto and to the Uſe of the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, their Heirs and Aſſigns, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared, or referred to, of and concerning the ſame, according to the Purport, true Intent and Meaning of theſe Preſents; be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Noah Norris*, *Robert Norris*, *Titus Tull* and *Xerxes Tull*, or the Survivors or Survivor of them, his Heirs, Executors, Adminiſtrators or Aſſigns, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

and for further Aſſurances.

A Settlement after Marriage, by the Huſband, of a third Part of Fee-Farm Rents, for Part of a Jointure to his Wife, in Virtue of the Wills of his Maternal Grandfather and his Father, and a Deed of Truſt made by his Mother, who was Deviſee in Truſt. There were Croſs Remainders between him and two younger Brothers. The Wife's Portion and a Sum added by the Huſband are alſo to be laid out in Lands to be ſettled. Proviſions for younger Children. See the Margin.

N° 11.

THIS Indenture made the tenth Day of *June Anno Domini* 1728. and in the fourteenth Year of the Reign of our Sovereign Lord *George*, &c. between *Abel Aſh*, of, *&c.* Eſq; one of the younger Sons of *Bevil Aſh* late of, *&c.* and of *Clara Aſh* his Wife, both deceaſed, and *Diana Aſh*, Wife of the ſaid *Abel Aſh*, of the one Part; and *Edward Edge*, Eſq; eldeſt Son and Heir Apparent of *Francis Edge* of, *&c.* and the Reverend *George Aſh* of *Hunns* in the County of *Leiceſter*, Clerk, of the other Part. Whereas *John Jones* of, *&c.* deceaſed, late Father of the ſaid *Clara Aſh*, did in and by his laſt Will and Teſtament in Writing, bearing Date on or about the tenth Day of *May* in the Year of our Lord 1695. (among other Things) give and bequeath unto his Son-in-law the ſaid *Bevil Aſh*, all the Reſidue of his Eſtate real and perſonal not otherwiſe diſpoſed of by his ſaid Will, for and towards Proviſion for the younger Children and the ſaid *Clara* then Wife of the ſaid *Bevil Aſh*, in ſuch Proportions as to him ſhould ſeem meet; the ſaid *John Jones* declaring therein, that he truſting ſolely to the Honour and Diſcretion of his ſaid Son-in-law, had given no Legacies to his Children, knowing he would give them ſuch Part

The Parties.

The Will of the Huſband's maternal Grandfather recited, deviſing his reſiduary Eſtate to his Son in law for the Benefit of younger Children of that Marriage.

Part of his own Eſtate, and what the ſaid *John Jones* had thereby given him, as ſhould be neceſſary for them. And whereas the ſaid *Bevil Aſh* by a Codicil dated the fifth Day of *April* 1701. and annexed to his Will, which was dated the eleventh of *June* 1688. did (among other Things) give and bequeath to his Wife the ſaid *Clara Aſh*, and to her Heirs and Aſſigns for ever, All the real and perſonal Eſtate whatſoever which he then was entitled unto either in Law or Equity (except as therein is excepted) ſubject to the Payment of all his Debts and Funeral Expences, in Truſt for the Uſe and Benefit of his Children; and thereby did direct the ſame ſhould be diſtributed among them all in ſuch Proportions as to the ſaid *Clara Aſh* his then Wife ſhould ſeem moſt fit and convenient: And whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively the 26th and 27th Days of *July* 1714. the Releaſe being tripartite, and made or mentioned to be made between the ſaid *Clara Aſh* of the firſt Part; *Lewis Aſh* of, *&c.* eldeſt Son and Heir of the ſaid *Bevil Aſh* by the ſaid *Clara* his Wife, *George Aſh*, the ſaid *Abel Aſh*, and *Kenrick Aſh*, the then three ſurviving younger Sons, and *Diana Aſh* the then ſurviving Daughter of the ſaid *Bevil Aſh*, of the ſecond Part, *Lewis Love* of, *&c. Mark More* of, *&c.* (ſince deceaſed) *Nahum North* of, *&c.* and *Richard Roll* of, *&c.* of the third Part; reciting the ſaid Will and Codicil of the ſaid *Bevil Aſh*, and that particular Proviſions had been made for the ſeveral Sons and Daughters of the ſaid *Bevil Aſh*; ſhe the ſaid *Clara Aſh* for the making further Allotments and Diſpoſitions of ſeveral Parts of the ſaid Eſtates of the ſaid *Bevil Aſh* her Huſband deceaſed, to and for the Benefit of the ſaid *Lewis Aſh* and the ſaid *George Aſh* the Son, *Abel Aſh* and the ſaid *Kenrick Aſh* and *Diana Aſh*, did thereby bargain, ſell, releaſe and convey unto the ſaid *Lewis Love*, *Mark More*, *Nahum North* and *Richard Roll*, and their Aſſigns, All and ſingular the Manors, Lands, Tenements, Rents and Hereditaments then late of the ſaid *Bevil Aſh*, in the Counties of *Kent*, *Lincoln* or *Middleſex*, or elſewhere in *England* as aforeſaid, deviſed to her the ſaid *Clara Aſh* on the Truſts aforeſaid, with their and every of their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Claim and Demand in Law or Equity, of her the ſaid *Clara Aſh*, of, in and out of the ſaid Manors, Lands, Rents and Appurtenances, and every of them, and every Part and Parcel thereof; To hold the ſame unto the ſaid *Lewis Love*, *Mark More*, *Nahum North* and *Richard Roll*, their Heirs and Aſſigns, to the Uſe of the ſaid *Clara Aſh* and her Aſſigns for the Term of her natural Life, for the enabling her to perform the laſt Will of the ſaid *Bevil Aſh*, and for reimburſing her the ſaid *Clara Aſh*, her Executors and Adminiſtrators, what ſhe had or ſhould diſburſe in doing the ſame; and from and after her Deceaſe, to the Uſe of the ſaid *Lewis Love*, *Mark More*, *Nahum North* and *Richard Roll*, their Heirs and Aſſigns for ever, upon Truſts in the ſaid Indenture of Releaſe declared concerning the ſame. And it was in and by the ſame Indenture declared and agreed by all the ſaid Parties thereto, that the Grant and Releaſe of the ſaid Manors, Lands, Rents and Hereditaments thereby releaſed to and to the Uſe of the ſaid *Lewis Love*, *Mark More*, *Nahum North* and *Richard Roll*, and their Heirs, (ſubject to the Truſts for the Life of the ſaid *Clara Aſh*) were and ſhould be on the Truſts following, that is to ſay, upon Truſt in the firſt Place for diſcharging the Debts of the ſaid *Bevil Aſh*, and other Charges wherewith the ſame or any of them then ſtood charged, or might be chargeable with, and ſubject thereunto, as for and concerning the Fee-Farm Rents in the County of *Lincoln*, in Truſt after the Deceaſe of the ſaid *Clara Aſh*, to convey and aſſure one third Part thereof, to and to the Uſe of the ſaid *George Aſh* the Son, and his Aſſigns, for and during the Term of his natural Life, with Remainder to his Sons ſucceſſively in Tail Male, with Remainder to the ſaid *Abel Aſh* and his Sons ſucceſſively in Tail Male in like Manner, with Remainder to the ſaid *Kenrick Aſh* and his Sons ſucceſſively in Tail Male in like Manner, with Remainder to the ſaid *Lewis Aſh* in Fee; and alſo to convey and aſſure one third Part of the ſaid Fee-Farm Rents, to and to the Uſe of the ſaid *Abel Aſh* and his Sons ſucceſſively in Tail Male in like Manner, with Remainder to the ſaid *George Aſh* the Son, and his Sons ſucceſſively in Tail Male in like Manner, with Remainder to the ſaid *Kenrick Aſh* and his Sons ſucceſſively in Tail Male in like Manner, with Remainder to the ſaid *Lewis Aſh* in Fee; and alſo to convey and aſſure the remaining third Part of the ſaid Fee-Farm Rents, to and to the Uſe of the ſaid *Kenrick Aſh* and his Sons ſucceſſively in Tail Male in

A Codicil of the Huſband's Father recited, deviſing his reſiduary Eſtate to his Wife, in Truſt for his Children.

Deeds of Leaſe and Releaſe recited,

by which ſhe conveyed his real Eſtate to four Truſtees,

to her own Uſe for Life,

and then upon Truſt to pay her Huſband's Debts and Incumbrances, and then as to Fee-Farm Rents, to convey a Third to one of the younger Sons for Life, Remainder to his Sons in Tail Male, Remainder to another younger Son (firſt Party hereto) in like Manner, and ſo to another, Remainder to the eldeſt Son in Fee.

in

in like Manner with Remainder to the ſaid *George Aſh* the Son, and his Sons ſucceſſively in Tail Male in like Manner, with Remainder to the ſaid *Abel Aſh* and his Sons ſucceſſively in Tail Male in like Manner, with Remainder to the ſaid *Lewis Aſh* in Fee; with Eſtates to be limited to Truſtees for preſerving contingent Remainders, and Powers for the reſpective Tenants for Life, to limit their reſpective Proportions for the Jointure of any Woman they ſhould reſpectively marry before or after Marriage. And whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively the ſixteenth and ſeventeenth Days of *April* which was in the Year of our Lord 1717. the Releaſe being quadrupartite, and made or mentioned to be made between the ſaid *Lewis Love*, *Mark More*, *Nahum North*, *Richard Roll*, and *Kenrick Aſh*, of the Pariſh of St. *Andrew* in the ſaid County of *Middleſex*, of the firſt Part; the ſaid *Lewis Aſh* of the ſecond Part; the ſaid *George Aſh* the Son, *Abel Aſh*, and the ſaid *Kenrick Aſh* the Son, and the ſaid *Diana Aſh*, of the third Part; and *Bryan Bell* of, *&c.* and the ſaid *George Aſh*, Clerk of the fourth Part; reciting (among other Things) to the Effect as is herein before recited, the ſaid *Lewis Love*, *Mark More*, *Nahum North* and *Richard Roll*, in Purſuance and Part, of Performance of the Truſts in them repoſed in and the ſaid recited Indenture of the twenty-ſeventh of *July* 1714. and the ſaid *Kenrick Aſh* Senior, by and with the Direction and Appointment of the ſaid *Lewis Aſh* and *Diana Aſh* the Daughter, and for other the Conſiderations in the ſaid Indentures of the ſixteenth and ſeventeenth of *April* 1717. did bargain, releaſe and convey unto the ſaid *Bryan Bell*, and *George Aſh*, Clerk, and their Heirs, all and ſingular the ſaid Fee-Farm Rents, then late of the ſaid *Bevil Aſh*, and before that of the ſaid *John Jones*, iſſuing out of and payable for any Manors, Meſſuages, Lands, Tenements or Hereditaments in the ſaid County of *Lincoln* ſo as aforeſaid deviſed to her the ſaid *Clara Aſh*, and by her the ſaid Indenture of the twenty-ſeventh of *July* 1714. conveyed or mentioned to be conveyed to the ſaid *Lewis Love*, *Mark More*, *Nahum North* and *Richard Roll* on the Truſts aforeſaid, with their and every of their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, either in Law or Equity, of them the ſaid *Lewis Love*, *Mark More*, *Nahum North*, *Richard Roll* Senior, and *Kenrick Aſh*, or any of them, of, in, to or out of the ſame and every of them, and every Part and Parcel of them; To hold unto the ſaid *Bryan Bell*, and *George Aſh*, Clerk, their Heirs and Aſſigns for ever, to the Uſes therein after particularly mentioned (being the like Uſes as were directed by the ſaid Indenture of the twenty-ſeventh of *July* 1714.) and particularly as to, for and concerning one third Part of the ſaid Fee-Farm Rents in the ſaid County of *Lincoln*, to the Uſe of the ſaid *Abel Aſh* and his Aſſigns, for and during the Term of his natural Life, with Remainder to the ſaid *Bryan Bell*, and *George Aſh*, Clerk, and their Heirs, during the Life of him the ſaid *Abel Aſh*, upon Truſt to preſerve the contingent Uſes therein after limited, from being barred and deſtroyed; with Remainder to the firſt and other Sons of the ſaid *Abel Aſh* ſucceſſively in Tail Male; with the like Remainders over; as in and by the ſaid Indenture of the twenty-ſeventh Day of *July* 1714. were in that Behalf directed concerning the ſame third Part; in which ſaid Indenture of the ſeventeenth of *April* 1717. it was provided and agreed, that it ſhould and might be lawful to and for the ſaid *George Aſh* the Son, *Abel Aſh*, and *Kenrick Aſh* the Son, and every of them reſpectively, as they and every of them ſhould be actually ſeiſed of the ſaid Rents, or any Parts or Proportions thereof, by any Deed or Deeds under their reſpective Hands and Seals, at any Time or Times during their reſpective Lives, to limit or appoint all or any Part or Parts of the ſaid Fee-Farm Rents whereof they ſhould be ſo actually ſeiſed, to or for the Jointure or Jointures of any Woman or Women they ſhould reſpectively marry, and that as well before as after ſuch Marriage, for the natural Life or Lives of ſuch Wife or Wives; as by the ſaid recited Wills, Codicil and Indentures, Relation being thereunto reſpectively had, may (among other Things) more fully and at large appear. And whereas all the Debts of the ſaid *Bevil Aſh*, and all other Charges wherewith the ſaid Fee-Farm Rents or any of them were charged or chargeable, have been long ſince paid and ſatisfied, or are otherwiſe diſcharged; and the ſaid *Abel Aſh* is now actually ſeiſed in Poſſeſſion of one full undivided third Part (the Whole in three Parts to be divided) of and in all and every the ſaid Fee-Farm Rents and Hereditaments in the ſaid County of *Lincoln*, which in and by the ſaid recited Indentures

The like Limitations of another Third, only beginning with the firſt Party hereunto; the like of another Third, beginning with youngeſt Son, with Truſtees, to preſerve, *&c.* and Powers to make Jointure.

Other Deeds of Leaſe and Releaſe recited,

by which the Truſtees in the former Deed, Heir at Law, *&c.* conveyed the Fee-Farm Rents to Truſtees.

Habendum in Fee, upon the Uſes in the foregoing Deed, particularly as to a Third, to the now firſt Party for Life, Remainder to Truſtees to preſerve, Remainder to his firſt and other Sons in Tail Male, *&c.* with Power to the three Brothers to make Jointures.

Recital that all the Deviſor's Debts have been paid, and that the firſt Party is ſeiſed of a Third of the Fee-Farm Rents,

tures were conveyed and ſettled as aforeſaid, or mentioned or intended ſo to be (the Whole of which ſaid Rents doth amount to the yearly Sum of 6000*l.* or thereabouts: And whereas although the Marriage between the ſaid *Abel Aſh* and the ſaid *Diana Aſh* his Wife hath been ſome Years ſince had and ſolemnized, yet nevertheleſs the ſaid *Abel Aſh* hath not hitherto made any Settlement or Proviſion upon the ſaid *Diana Aſh* his Wife, or the Children or Iſſue between them begotten or to be begotten, by Reaſon that her Portion was not, till very lately, paid and aſcertained: And whereas the ſaid *Abel Aſh* hath lately had the Sum of 10000*l.* of lawful Money of *Great Britain*, for and as the Portion of the ſaid *Diana Aſh* his Wife, the Receipt whereof he the ſaid *Abel Aſh* doth hereby own and acknowledge: And whereas in Conſideration of the ſaid Marriage ſo had and ſolemnized as aforeſaid, and of the ſaid Portion of 10000*l.* ſo received by the ſaid *Abel Aſh* as aforeſaid, and to the End and Intent that ſome ſuitable Settlement and Proviſion may be made upon and for the ſaid *Diana Aſh* in Caſe ſhe ſhall ſurvive the ſaid *Abel Aſh* her Huſband, he the ſaid *Abel Aſh* hath agreed to limit and ſettle his ſaid undivided third Part of the ſaid Fee-Farm Rents and Hereditaments in the ſaid County of *Lincoln*, unto and upon the ſaid *Diana Aſh* his Wife for her Life for her Jointure, in Manner herein after mentioned; and alſo for the Conſiderations aforeſaid, and for making ſome further Settlement and Proviſion upon and for her the ſaid *Diana Aſh* for her Life, in Caſe ſhe ſhall ſurvive the ſaid *Abel Aſh* her Huſband as aforeſaid; and likewiſe for making ſome Proviſion for the Children and Iſſue of the ſaid Marriage born or to be born, he the ſaid *Abel Aſh* hath lately laid out and inveſted, or procured the ſaid 10000*l.* Portion of the ſaid *Diana Aſh* his Wife, together with the Sum of 2000*l.* of lawful Money of *Great Britain* which he hath added thereto out of his own Monies, making in all the Sum of 12000*l.* to be laid out and inveſted in the Purchaſe of 12000*l.* Capital *South-Sea* Stock and Annuities, which have been tranſferred to and are now ſtanding in the Books of the *South-Sea* Company in the Names of the ſaid *Edward Edge* and *George Aſh*, Clerk, as by the Books of the ſame Company may appear; which ſaid 12000*l.* *South-Sea* Stock and Annuities ſo purchaſed and transferred as aforeſaid, are and were ſo purchaſed and transferred upon the Truſts, and to and for the Ends, Intents and Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame. Now this Indenture witneſſeth, that in Conſideration of the ſaid Marriage ſo had and ſolemnized between the ſaid *Abel Aſh* and the ſaid *Diana Aſh* his Wife as aforeſaid, and of the ſaid Sum of 10000*l.* ſo received by him the ſaid *Abel Aſh* for and as the Portion of her the ſaid *Diana Aſh* as aforeſaid, and for making ſuch Settlement, Jointure and Proviſion of Maintenance upon and for her the ſaid *Diana Aſh* (in Caſe ſhe ſhall ſurvive the ſaid *Abel Aſh* her Huſband) as he the ſaid *Abel Aſh* is impowered and inabled to make by Virtue of and according to the true Intent and Meaning of the ſaid recited Indentures, or any of them, or otherwiſe; he the ſaid *Abel Aſh* purſuant to, and by Force and Virtue of the ſaid recited Power and Authority to him given for making Jointure as aforeſaid, and of all and every other Power and Powers, Authority and Authorities to him in that Behalf given or any Ways enabling thereunto, hath granted, ſettled, directed, limited and appointed, and by this his Deed or Writing under his Hand and Seal, doth (in Purſuance of his ſaid recited Agreement) grant, ſettle, direct, limit and appoint unto and upon the ſaid *Diana Aſh* his Wife, all the ſaid one full and undivided third Part (the Whole in three equal Parts to be divided) whereof he the ſaid *Abel Aſh* is now actually ſeiſed and in Poſſeſſion as aforeſaid, of and in all and every the ſaid Fee-Farm Rents and Hereditaments in the ſaid County of *Lincoln*, which in and by the ſaid recited Indentures were conveyed and ſettled as aforeſaid, or mentioned or intended ſo to be, which ſaid hereby granted, limited and appointed third Part of the ſaid Rents and Hereditaments, doth amount to the yearly Sum of 2000*l.* or thereabouts; and alſo all the yearly and other Iſſues, Profits, Benefit, Advantage and Produce of the ſame third Part and every Part thereof, together with the full Benefit and Advantage of all Powers, Privileges, Remedies and Authorities whatſoever at any Time or Times heretofore given or reſerved for the recovering and receiving the ſame Rents, every or any Part thereof; and alſo all the Benefit and Advantage of all *Nomine Pœnæ's*, Forfeitures and Penalties for Nonpayment of the ſame Rents or any Parts thereof; To have and to hold the ſaid hereby or mentioned to be hereby granted, ſettled, directed, limited and appointed full

and that he has not yet made any Settlement upon his Lady,

becauſe, &c.

and that he has lately received her Portion,

and that, in Conſideration, &c.

he hath agreed to ſettle his ſaid third Part upon her for a Jointure,

and that for making further Proviſion for her, and ſome for Iſſue,

he has lately inveſted her Portion and other Money,

in *South-Sea* Stock and Annuities in the Names of Truſtees, which were purchaſed in Truſt, &c.

The Conſiderations.

The now Huſband, in Virtue of the Power, grants, limits, &c.

to and upon his Wife, his third Part,

Remedies for Recovery, &c.

Habendum

full third Part of the ſaid Fee-Farm Rents, Hereditaments and Premiſſes, and every Part thereof, together with the full Benefit and Advantage thereof, and of ſuch Powers, Privileges, Remedies, Authorities, *Nomine Pœnæ's*, Forfeitures and Penalties aforeſaid, unto and to the Uſe of the ſaid *Diana Aſh*, Wife of the ſaid *Abel Aſh*, and her Aſſigns, for and during the Term of her natural Life, for her Jointure, to commence in Poſſeſſion from and immediately after the Deceaſe of him the ſaid *Abel Aſh* her Huſband (in Caſe ſhe ſhall him ſurvive) and to be in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe the ſaid *Diana Aſh* can or may have or claim, of, in, to or out of all and every or any of the Manors, Lands or Hereditaments, whereof he the ſaid *Abel Aſh* her Huſband is or hath been, or at any Time hereafter during the Coverture between them, ſhall be ſeiſed of any Eſtate of Freehold or Inheritance. And the ſaid *Abel Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Edward Edge* and *George Aſh*, Clerk, their Executors and Adminiſtrators in Manner and Form following; that is to ſay, that (for and notwithſtanding any Act, Matter, or Thing whatſoever by him the ſaid *Abel Aſh*, or by the ſaid *Bevil Aſh* and *Clara Aſh* late Father and Mother of the ſaid *Abel Aſh*, or the ſaid *John Jones* his late Grandfather, or any of them, or by any Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for them or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid *Abel Aſh* now hath at the Time of the Enſealing and Delivery of theſe Preſents in himſelf good Right, full Power, and lawful and abſolute Authority to make ſuch Settlement, Limitation and Appointment as is by him herein before made as aforeſaid: And further, that ſhe the ſaid *Diana Aſh* and her Aſſigns (in Caſe ſhe ſhall ſurvive him the ſaid *Abel Aſh* her Huſband) ſhall and may from Time to Time and all Times then after during the Term of her natural Life, peaceably and quietly have, hold and enjoy the ſaid full and undivided third Part of the ſaid Fee-Farm Rents and Hereditaments, and all other the Premiſſes hereby, or mentioned to be hereby granted, limited and appointed as aforeſaid, and receive and take the ſame and every Part thereof, to and for her and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by him the ſaid *Abel Aſh*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity, of, in, to or out of the ſame third Part and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, or from, by or under the ſaid *Bevil Aſh*, *Clara Aſh*, *John Jones*, or any of them; And that freed and diſcharged, or otherwiſe by the ſaid *Abel Aſh*, his Heirs, Executors or Adminiſtrators, ſaved, defended, kept harmleſs and indemnified of, from and againſt all former and other Gifts, Grants, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed or ſuffered, by the ſaid *Abel Aſh*, *Bevil Aſh*, *Clara Aſh* and *John Jones*, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for them, or any of them: And moreover, that he the ſaid *Abel Aſh* and his Heirs, and all others claiming or to claim from, by or under, or in Truſt for him, them or any of them, or from, by or under the ſaid other Perſons laſt herein before named, or any of them, ſhall and will at any Time and Times hereafter, at the Requeſt of the ſaid *Edward Edge* and *George Aſh*, Clerk, or the Survivor of them, his Executors or Adminiſtrators, but at the Coſts and Charges of him the ſaid *Abel Aſh*, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe to be made, done and executed, any ſuch further or other lawful and reaſonable Acts, Deeds, Devices, Conveyances and Aſſurances in the Law whatſoever, for the better and more effectual eſtabliſhing, making good and confirming theſe Preſents, and the Grant, Limitations and Appointment hereby, or mentioned to be hereby made unto and upon the ſaid *Diana Aſh* for her Life, for her Jointure as aforeſaid, as by the ſaid *Edward Edge*, Clerk, and *George Aſh*, or the Survivor of them, his Executors or Adminiſtrators, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not

during Life for her Jointure, in Bar of Dower).

He covenants with the Truſtees,

that he has Power to ſettle, &c.

and for quiet Enjoyment;

free from Incumbrances,

and for further Aſſurances,

compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And this Indenture further witneſſeth, that for the Conſiderations aforeſaid, and to the Intent to make ſuch further Settlement and Proviſion upon and for the ſaid *Diana Aſh* for her Life (in Caſe ſhe ſhall ſurvive the ſaid *Abel Aſh* her Huſband) and alſo ſuch Proviſion for the Children and Iſſue of the ſaid *Abel Aſh* by the ſaid *Diana Aſh* his Wife born or to be born as are herein after mentioned, it is hereby declared by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *Abel Aſh* doth hereby declare and agree, that the ſaid 12000*l.* *South-Sea* Stock and Annuities ſo transferred to and ſtanding in the Names of the ſaid *Edward Edge* and *George Aſh*, Clerk, in the Books of the ſaid *South-Sea* Company as aforeſaid, are and were ſo to them transferred, upon this ſpecial Truſt and Confidence, that they the ſaid *Edward Edge* and *George Aſh*, Clerk, or the Survivor of them, or ſuch others on whom the Truſts hereby created ſhall or may devolve by Virtue of theſe Preſents, ſhall and do with the good Liking and Approbation of the ſaid *Abel Aſh* and the ſaid *Diana Aſh* his Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, when and ſo ſoon as a convenient Purchaſe or Purchaſes can be found, ſell and diſpoſe of the ſaid 12000*l.* *South-Sea* Stock and Annuities, either together or in Parcels, for the moſt Monies and beſt Price that can be reaſonably had or gotten for the ſame; and ſhall and do thereupon with all convenient Speed, and with ſuch Approbation as aforeſaid, lay out and diſpoſe of the Monies ariſing by ſuch Sale or Sales, in one or more Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments of an Eſtate of Inheritance in Fee-ſimple in Poſſeſſion, in ſome convenient Place or Places within that Part of *Great Britain* called *England*, and thereupon ſettle, convey and aſſure, or cauſe and procure all ſuch Lands, Tenements or Hereditaments ſo to be purchaſed as aforeſaid, to be ſettled, conveyed and aſſured to and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Limitations and Agreements as are herein after mentioned, expreſſed and directed of and concerning the ſame; that is to ſay, To the Uſe and Behoof of the ſaid *Abel Aſh* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of Truſtees to be for that Purpoſe named, and their Heirs, during the Life of him the ſaid *Abel Aſh*, upon Truſt, to ſupport and preſerve the contingent Uſes and Eſtates herein after mentioned, limited or directed from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Abel Aſh* and his Aſſigns, during his natural Life, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Diana Aſh* his Wife, and her Aſſigns, for and during the Term of her natural Life, for and as an Augmentation and Increaſe of her Jointure; and from and after the ſeveral Deceaſes of them the ſaid *Abel Aſh* and *Diana Aſh* his Wife, and the Deceaſe of the Survivor of them, then to the Uſe and Behoof of *David Aſh*, eldeſt Son and Heir Apparent of him the ſaid *Abel Aſh* on the Body of the ſaid *Diana Aſh* his Wife begotten, and of the Heirs Male of the Body of him the ſaid *David Aſh* lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of *George Aſh* ſecond Son of him the ſaid *Abel Aſh* on the Body of the ſaid *Diana* his Wife begotten, and of the Heirs Male of the Body of him the ſaid *George Aſh* lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons of the ſaid *Abel Aſh*, on the Body of the ſaid *Diana* his Wife begotten or to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of Truſtees to be for that Purpoſe named, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of three hundred Years from thence

to make a further Proviſion for the Wife, and a Proviſion for Children.

The Huſband declares, *&c.* that the *South-Sea* Stock and Annuities,

are upon Truſt

(with Conſent)

to be ſold and laid out in a Purchaſe, *&c.*

to be ſettled

to the Uſe of the Huſband for Life *ſans* Waſte, then to Truſtees to preſerve, *&c.*

then to the Wife for Life, as Increaſe of Jointure, then to their eldeſt Son (naming him) in Tail Male,

then to their ſecond Son (naming him) in Tail Male, then to their third and other Sons ſucceſſively in Tail Male,

then to Truſtees for a Term *ſans* Waſte, upon Truſts, *&c.* after,

thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte; upon Truſt, and for the Intent and Purpoſe, and ſubject to the Proviſo herein after mentioned, directed or declared of and concerning the ſame Term; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of three hundred Years, and in the mean Time ſubject thereto, and to the Truſt thereof, to the Uſe and Behoof of *Eliza Aſh* (the only Daughter now living of the ſaid *Abel Aſh* by the ſaid *Diana* his Wife) and of all and every other the Daughter and Daughters of him the ſaid *Abel Aſh* on the Body of the ſaid *Diana* his Wife begotten, or to be begotten, to be equally divided between them, Share and Share alike, to take as Tenants in Common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body of her the ſaid *Eliza Aſh*, and of all and every ſuch other Daughter and Daughters lawfully iſſuing; and in caſe the ſaid *Eliza Aſh*, or any one or more of ſuch Daughter or Daughters ſhall happen to die without Iſſue of her or their Body or Bodies, then as to the Share or Shares of her or them ſo dying without Iſſue, to the Uſe and Behoof of the Survivors, or others of them, to be equally divided between them, Share and Share alike, as Tenants in Common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Bodies of ſuch Survivors, or others of them, lawfully iſſuing; and if all the Daughters but one of the ſaid *Abel Aſh* by the ſaid *Diana* his Wife ſhall happen to die without Iſſue of their Bodies; or if there ſhall be but one ſuch Daughter, then to the Uſe of ſuch only Daughter, and of the Heirs of her Body lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the right Heirs of the Survivor of them the ſaid *Abel Aſh* and *Diana* his Wife for ever; and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. And as to, for and concerning the ſaid Term of three hundred Years herein before directed to be limited as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſame is ſo to be limited to ſuch Truſtees, their Executors, Adminiſtrators and Aſſigns as aforeſaid, upon Truſt that they the ſame Truſtees, their Executors, Adminiſtrators or Aſſigns, ſhall and do, after the Commencement of the ſaid Term of three hundred Years, and not before or ſooner (unleſs with the Conſent and by the Direction of the Survivor of them the ſaid *Abel Aſh* and *Diana* his Wife, teſtified in Writing under his or her Hand and Seal) by Demiſe, Sale or Mortgage of the Meſſuages, Lands, Tenements or Hereditaments in the ſaid Term to be compriſed, or of a competent Part thereof, for all or any Part of the ſame Term, or by ſuch other Ways and Means as they the ſame Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns ſhall think fit, raiſe and levy, or borrow and take up at Intereſt the Sum of 4000*l.* of lawful Money of *Great Britain*, and pay the ſame, when raiſed, unto the Survivor of them the ſaid *Abel Aſh* and *Diana* his Wife, or the Executors or Adminiſtrators of ſuch Survivor, to and for his and their own Uſe and Benefit. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That in ſuch Settlement to be made as aforeſaid, there ſhall be inſerted and contained a Proviſo to the Effect following; that is to ſay, That when and ſo ſoon as the ſaid laſt mentioned Sum of 4000*l.* ſhall be by the ſaid Truſtees for the ſaid Term of three hundred Years, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned or directed, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes in the ſaid Term of three hundred Years to be compriſed, expectant upon the ſame Term, paid, or to the good Liking of the ſame Truſtees, their Executors, Adminiſtrators or Aſſigns, ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents; then and in either of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of three hundred Years, of, and in the Premiſſes therein to be compriſed as aforeſaid, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſe aforeſaid, ſhall ceaſe, determine and be utterly void; any Thing herein, or in ſuch Settlement to be made as aforeſaid, contained or to be contained to the contrary notwithſtanding. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That in ſuch Settlement to be made as aforeſaid, ſhall be likewiſe inſerted and contained a Proviſo to the Effect following; that is to ſay, That it ſhall and may be lawful to and for the ſaid *Abel Aſh*, at any Time or Times during his Life, by any Writing or Writings under

then to the Uſe of their Daughter (naming her) and all their unborn Daughters, in Tail, as Tenants in Common, with Croſs Remainders between them.

Remainder to the right Heirs of the Survivor of Huſband and Wife.

The Truſt of the Term declared,

by Demiſe, &c.

to raiſe a Sum,

and pay it to the Survivor of the Huſband and Wife.

The Settlement to contain a Proviſo for ceaſing the Term,

and another to impower the Huſband.

under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, to charge, by way of Demiſe for any Term of Years, or otherwiſe, the Meſſuages, Lands, Tenements or Hereditaments to be purchaſed and ſettled as aforeſaid, or any of them, or any Part thereof, (without Prejudice nevertheleſs to the ſaid Eſtate, to be limited to the ſaid *Diana* his Wife, of him the ſaid *Abel Aſh*, for her Life therein as aforeſaid) with the Payment of any Sum or Sums of Money not exceeding in the whole the Sum of 6000*l.* of lawful Money of *Great Britain*, unto or for the Benefit of all and every or any of his Child or Children by the ſaid *Diana* his Wife born, or to be born, (other than and except their eldeſt or only Son for the Time being); the ſame Monies to be raiſed, levied and paid at ſuch Time and Times, and in ſuch Parts, Shares and Proportions, Manner and Form, as he the ſaid *Abel Aſh* ſhall by ſuch his Writing or Writings, or laſt Will and Teſtament, atteſted as aforeſaid, limit, direct, declare or appoint, with or without Power of Revocation; any Thing herein before or in ſuch Settlement to be made as aforeſaid contained, or to be contained, to the contrary notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and theſe Preſents, That in caſe the ſaid 12000*l.* *South-Sea* Stock and Annuities, or a ſufficient Part thereof, or the Monies to be raiſed by Sale of the ſame Stock and Annuities, or a ſufficient Part thereof, ſhall remain in the Hands of the ſaid *Edward Edge*, and *George Aſh*, Clerk, or either of them, or of ſuch others on whom the Truſts hereby created may devolve by Virtue of theſe Preſents, and not be inveſted in ſuch Purchaſe or Purchaſes as aforeſaid, when the ſaid Sum of 4000*l.* herein before directed and agreed to be raiſed and paid to or for the Benefit of the Survivor of them the ſaid *Abel Aſh* and *Diana* his Wife, or the Executors or Adminiſtrators of ſuch Survivor as aforeſaid, or the ſaid Sum of 6000*l.* which he the ſaid *Abel Aſh* is herein before impowered to charge to or for the Benefit of all and every or any ſuch his ſaid Child or Children by the ſaid *Diana* his Wife, (except as aforeſaid) or any Part thereof, ſhall, according to and within the Purport, true Intent and Meaning of theſe Preſents, become due and payable; then and in both or either of the ſaid Caſes, and as the Caſe may be, the Monies ſo becoming due and payable as aforeſaid, ſhall and may be raiſed and paid by the ſaid *Edward Edge*, and *George Aſh*, Clerk, or the Survivor of them, or ſuch others in whoſe Hands the ſaid Stock, Annuities or Monies to be raiſed by Sale thereof as aforeſaid ſhall then remain, by and out of the ſame Stock, Annuities, or other Monies to be raiſed by ſuch Sale as aforeſaid, or a competent Part thereof, in Satisfaction and Diſcharge of ſuch Monies ſo become due and payable as aforeſaid, and of the Proviſion firſt herein before directed or agreed to be made for Payment thereof reſpectively; any Thing herein, or in ſuch Settlement to be made as aforeſaid contained, or to be contained, to the contrary notwithſtanding. And, in ſuch Settlement to be made as aforeſaid, ſhall be likewiſe inſerted and contained a Proviſo and Power to and for the ſaid *Abel Aſh*, at any Time or Times during his natural Life, and from and after his Deceaſe to and for the ſaid *Diana* his Wife, at any Time or Times during her natural Life, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the Meſſuages, Lands, Tenements and Hereditaments to be purchaſed and ſettled as aforeſaid, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years, not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money or other Thing, by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein; and ſo as in every of the ſaid Leaſes there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee and Leſſees to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counter-parts of ſuch Leaſe and Leaſes. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *Edward Edge* and *George Aſh*, or the Survivor of

to charge

a Sum for Portions for younger Children, liable to his Appointment, &c.

Proviſo to enable the Truſtees

to make thoſe Payments out of the Stock, &c. if then unſold.

The Settlement to contain a Leaſing Power to Husband and Wife ſucceſſively, with Reſtrictions.

An Agreement that the Truſtees may

of

of them, or ſuch others on whom the Truſt hereby created ſhall or may devolve by Virtue of theſe Preſents, (with the Conſent and Approbation of the ſaid *Abel Aſh* and *Diana* his Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor) in the mean Time, and before, and until ſuch Purchaſe or Purchaſes ſhall be made as aforeſaid, to ſell and diſpoſe of the aforeſaid 12000 *l.* *South-Sea* Stock and Annuities, or any Part or Parcel thereof; and from Time to Time to lend and place out the Monies ariſing by ſuch Sale and Sales, or other Diſpoſition, as alſo any Sum or Sums of Monies which ſhall or may be paid in, of, for, or on account of the Principal or the Capital of the ſaid Stock and Annuities, or any Part thereof, upon any publick or private Security or Securities, at Intereſt, or to lay out and inveſt the ſame, or any Part thereof, in the Purchaſe of Stock in the Bank of *England*, *South-Sea* Company or *Eaſt-India* Company, or of *South-Sea* Annuities, or of other publick Stocks or Funds, with ſuch Approbation as aforeſaid, and ſubject to the Truſts before mentioned; and from Time to Time to call in and receive ſuch Monies ſo lent or placed out on Securities as aforeſaid, or to ſell and diſpoſe of ſuch Stocks, Annuities or Funds ſo to be purchaſed as aforeſaid, or any Part thereof, and again to lend, place out and inveſt the ſame Monies, or any Part thereof, in Manner aforeſaid, as often as they ſhall think fit, with ſuch Approbation as aforeſaid, and ſubject to the Truſts before mentioned. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That in the mean Time, and until the ſaid Sum of 12000 *l.* *South-Sea* Stock and Annuities ſhall be ſold and diſpoſed of as aforeſaid, and from and after the ſame ſhall be ſo ſold and diſpoſed of until the Monies ariſing by ſuch Sale or Sales, or other Diſpoſition, ſhall be laid out and inveſted in ſuch Purchaſe or Purchaſes of Meſſuages, Lands, Tenements or Hereditaments to be ſettled as aforeſaid, all the clear yearly Dividends, Intereſt, Profits and Produce that ſhall be made of the ſame Stock and Annuities and Monies, every or any Part thereof, or of any other Stocks, Annuities or Funds in the Purchaſe whereof the ſaid Monies, or any Part thereof, ſhall be laid out and inveſted as aforeſaid, ſhall be from Time to Time paid to, and received by ſuch Perſon or Perſons as and to whom the Rents and Profits of the Meſſuages, Lands, Tenements or Hereditaments to be purchaſed as aforeſaid (if purchaſed and ſettled) would for the Time being belong or appertain by Virtue of theſe Preſents and the Uſes and Limitations of the ſame Premiſſes above mentioned or directed. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe they the ſaid *Edward Edge*, and *George Aſh*, Clerk, or either of them, ſhall happen to die, or be minded or deſirous to quit and be diſcharged of and from the Truſts hereby in them repoſed as aforeſaid, at any Time or Times before the ſaid Truſts ſhall be fully executed and performed; then and in any ſuch Caſe, and when and ſo ſoon as the ſame ſhall happen, it ſhall and may be lawful to and for the ſaid *Abel Aſh* and the ſaid *Diana* his Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, by any Writing or Writings under his, her or their Hands and Seals, atteſted by two or more credible Witneſſes, to nominate, conſtitute or appoint any other Perſon or Perſons to be Truſtee or Truſtees for the Purpoſes aforeſaid, in the Place and Stead of them the ſaid *Edward Edge*, and *George Aſh*, Clerk, or ſuch of them who ſhall ſo happen to die, or be minded and deſirous to quit and be diſcharged of and from the aforeſaid Truſts; and ſo from Time to Time as often as there ſhall be Occaſion, to nominate, ſubſtitute or appoint any other Perſon or Perſons to be a Truſtee or Truſtees in Manner and for the Purpoſes aforeſaid, in the Place and Stead of the ſaid preſent, or any ſucceeding or other Truſtee or Truſtees who ſhall happen to die or be deſirous to quit and be diſcharged of and from the aforeſaid Truſts; and that when and ſo often as any new Truſtee or Truſtees ſhall be nominated or appointed as aforeſaid, the ſaid Stock and Annuities and Truſt Monies, or ſo much thereof as ſhall be then undiſpoſed of as aforeſaid; and all Security and Securities for the ſame, or any Part thereof; and all Stocks or Funds in which the ſame or any Part thereof ſhall be then inveſted, ſhall be thereupon with all convenient Speed aſſigned and transferred, ſo and in ſuch Sort as that the ſame ſhall be legally and effectually veſted in the ſurviving or continuing former Truſtee or Truſtees, and in ſuch new Truſtee or Truſtees, upon the Truſts aforeſaid; and that every ſuch new Truſtee or Truſtees ſhall and may, from and after he or they ſhall

(with Conſent) until the Purchaſe, ſell the Stock and Annuities, and place out the Money on Securities, or the publick Funds; and ſo *toties quoties*,

and in the mean Time

by Produce, &c.

to be paid to Perſons intitled to the Rents of the Lands, if purchaſed, &c.

Proviſion for filling up the Number of Truſtees,

and the Truſt Monies, &c. to be veſted in the new Truſtees, &c.

be ſo nominated or appointed as aforeſaid, act in the Management, Carrying on, and Execution of the ſeveral and reſpective Truſts aforeſaid, every or any of them, as fully and effectually in all Reſpects, and to all Intents and Purpoſes, as if he or they had been originally in and by theſe Preſents nominated or appointed a Truſtee or Truſtees for the Purpoſes aforeſaid; any Thing herein before contained to the contrary notwithſtanding. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſaid *Edward Edge*, and *George Aſh*, Clerk, or either of them, or any new or other Truſtee or Truſtees to be nominated or appointed as aforeſaid, or any of them, their or any of their Executors or Adminiſtrators ſhall not be charged or chargeable with, or accountable for any more of the ſaid Truſt Money than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſame Monies, or any Part thereof, ſo as ſuch Loſs happen without their wilful Defaults, nor the one of them for the other or others of them, or for the Acts, Deeds, Receipts, Diſburſements, Executors or Adminiſtrators, the one of the other or others of them; but each of them only for his own Acts, Deeds, Receipts and Diſburſements. And alſo, That it ſhall and may be lawful to and for them the ſaid *Edward Edge*, and *George Aſh*, Clerk, and ſuch other new or other Truſtee or Truſtees to be nominated or appointed as aforeſaid, and each and every of them, their and each and every of their Executors and Adminiſtrators, in the firſt Place by and out of the ſaid Truſt Premiſſes, to deduct and reimburſe him and themſelves reſpectively all ſuch Loſs, Coſts, Charges and Expences as he, they or any of them ſhall reſpectively ſuſtain, expend or be put unto for or by reaſon of the Truſt hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. In Witneſs, *&c.*

The Truſtees to be accountable each for his own Acts

not for Loſs without wilful Default,

and they may reimburſe themſelves.

Nº 12. *A Settlement of Lands after Marriage, by the Husband, to whom the Father-in-Law had lent a Sum of Money, equal to a Sum which he has agreed to pay as an additional Portion, upon a Contingency which may poſſibly not happen; yet he now remits it; and the Son-in-Law is to pay him an Annuity for Life.*

THIS Indenture tripartite, made the 15th Day of *October* in the Year of our Lord 1734. and in the eighth Year of the Reign of our Sovereign Lord *George* the Second, *&c.* between *Adam Ax* late of *Bruton* in the County of *Cheſter*, but now of *Dell* in the County of *Dorſet*, Draper, and *Eve Ax* his now Wife, Daughter of *Fulk Fox* of *Groves* in the ſaid County of *Dorſet*, Draper, of the firſt Part; the ſaid *Fulk Fox* of the ſecond Part; and *Henry Hore* of *Dell* aforeſaid, Clothier, of the third Part. Whereas by Articles of Agreement dated on or about the twelfth Day of *June* which was in the Year of our Lord 1728. between the ſaid *Adam Ax* of the firſt Part, the ſame *Eve Ax* his Wife (by her then Name of *Eve Fox*) of the ſecond Part, the ſaid *Fulk Fox* and *Henry Hore*, and *John Fox* then of *Kensfield* in the ſaid County of *Dorſet*, Draper, (but ſince deceaſed) of the third Part, (made previous and in order to the Marriage of the ſaid *Adam Ax* with the ſaid *Eve* his now Wife) he the ſaid *Fulk Fox*, for the Conſiderations therein mentioned, did covenant and agree with the ſaid *Henry Hore*, *John Fox* and *Adam Ax*, that in caſe the ſaid then intended Marriage ſhould take Effect, and that the ſaid *Eve Ax*, or any Iſſue of her Body by the ſaid *Adam Ax* ſhould be living at the Time of the Deceaſe of the ſaid *Fulk Fox*, then the Heirs, Executors or Adminiſtrators of the ſaid *Fulk Fox* ſhould within the Space of ſix Calendar Months next after his Deceaſe pay unto the ſaid *Henry Hore*, *John Fox* and *Adam Ax*, or to the Survivor of them, his Executors or Adminiſtrators, the Sum of 400 *l.* upon Truſt that the ſame be by them laid out in the Purchaſe of Freehold or Copyhold Meſſuages, Lands or Hereditaments of an Eſtate of Inheritance in Poſſeſſion in *England*, to be thereupon ſettled and aſſured to and for the like Uſes and Eſtates, and with and under the like Powers and Authorities, and in ſuch Manner as were therein before mentioned, expreſſed and agreed upon of and concerning the Meſſuages, Lands and Hereditaments in the ſaid County of *Cheſter* therein before covenanted to be granted and releaſed; being (or by all the ſaid Parties to

The Parties.

Marriage Articles recited,

by which the Wife's Father covenanted,

if his Daughter or any Iſſue of the Marriage ſurvived him,

to pay a Sum to be laid out in Lands to be ſettled

as other Lands were covenanted to be.

to the ſaid Articles intended to have been) the ſame or the like Uſes, Eſtates, Powers and Authorities, or as are herein after limited, expreſſed and declared, or mentioned of and concerning the herein after granted and releaſed Meſſuages or Tenements and Hereditaments; as by the ſaid Articles, Relation being thereunto had, may (among other Things) more fully appear. And whereas the ſaid *Fulk Fox* ſome time ſince lent and advanced unto the ſaid *Adam Ax* the Principal Sum of 400 *l.* upon his Bond at Intereſt; which ſaid Principal Sum of 400 *l.* is yet due and owing to the ſaid *Fulk Fox* by and from the ſaid *Adam Ax*. And whereas by Indentures of Leaſe and Releaſe, dated reſpectively the ſixteenth and ſeventeenth Days of *February* now laſt paſt, the ſaid *Adam Ax* bought and purchaſed to and to the Uſe of him and his Heirs, of and from *Lewis Lent* of *Groves* aforeſaid, Butcher, the Meſſuages or Tenements and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, for the Sum of 432 *l.* of the proper Monies of him the ſaid *Adam Ax*. And whereas although the ſaid Sum of 400 *l.* ſo by the ſaid *Fulk Fox*, in and by the ſaid Articles covenanted to be paid at the Time, and upon the Contingency, and for the Purpoſes in the ſame Articles, and in Part herein before in that Behalf mentioned, is not yet become due and payable; and that it is at preſent uncertain whether the ſame may ever become due or payable, by reaſon that the Contingency upon which the Payment thereof depends may never happen; yet nevertheleſs to the End and Intent that the ſaid in Part recited Articles may, with reſpect to the Payment and Diſpoſition of the ſame 400 *l.* and the Settlement of the Meſſuages, Lands or Hereditaments therewith to be purchaſed, be carried into immediate Execution, the ſaid *Fulk Fox* and *Adam Ax*, with the Privity, Conſent and Approbation of the ſaid *Eve Ax* and *Henry Hore*, (teſtified by their being Parties, and their Sealing and Delivery of theſe Preſents) have come to the Agreements following; that is to ſay, That the ſaid *Fulk Fox* ſhould forgive and remit unto the ſaid *Adam Ax* the ſaid Sum of 400 *l.* due and owing upon the aforeſaid Bond, and deliver up the ſame Bond unto the ſaid *Adam Ax* to be cancelled; and that the ſaid *Adam Ax* ſhould accept of the forgiving the ſame 400 *l.* and of the delivering up to him of the ſaid Bond to be cancelled, for and in Lieu, full Payment and Satisfaction of and for the ſaid Sum of 400 *l.* to be paid at the Time and upon the Contingency, and for the Purpoſes in the ſame Articles, and in Part herein before in that Behalf mentioned or referred to, and ſhould thereupon releaſe to him the ſaid *Fulk Fox* his ſaid recited Covenant for Payment of the ſame 400 *l.* And that the ſaid *Adam Ax* ſhould forthwith ſettle, convey and aſſure the ſaid Meſſuages or Tenements and Hereditaments herein after granted and releaſed, with their Appurtenances, to the Uſes, upon the Truſts, and and for the Purpoſes, and under and ſubject to the Powers, Proviſoes and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame (being the ſame or the like Uſes, Truſts, Purpoſes, Powers, Proviſoes and Agreements which in and by the ſaid Articles were directed and agreed to be, or intended, limited, expreſſed and declared of and concerning the Meſſuages, Lands or Hereditaments thereby agreed to be purchaſed with the ſaid laſt mentioned 400 *l.* and thereupon ſettled as aforeſaid.) And that the ſaid hereby granted and releaſed Meſſuages or Tenements and Hereditaments, when ſo ſettled, conveyed and aſſured as aforeſaid, ſhould be, and be deemed and accepted by all the ſaid Parties hereto to be ſo ſettled, conveyed and aſſured, in Lieu, Recompence and full Satisfaction of and for the Meſſuages, Lands or Hereditaments in and by the ſaid Articles agreed to be purchaſed and ſettled as is laſt mentioned. And whereas the ſaid *Fulk Fox*, in Purſuance of the ſaid recited Agreements on his Part, hath delivered up unto the ſaid *Adam Ax* his ſaid recited Bond to be cancelled, which he the ſaid *Adam Ax* doth hereby own and acknowledge: Now this Indenture witneſſeth, That in Conſideration of the Premiſſes, and in Purſuance of the ſaid recited Agreements on the Part of the ſaid *Adam Ax*, he the ſaid *Adam Ax* hath remiſed, releaſed and quit-claimed, and by theſe Preſents doth for himſelf, his Heirs, Executors and Adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid *Fulk Fox*, his Heirs, Executors and Adminiſtrators, the ſaid recited Covenant of him the ſaid *Fulk Fox* in the ſaid Articles contained, for Payment of the ſaid Sum of 400 *l.* upon the Contingency, and at the Time, and for the Purpoſes therein in that Behalf mentioned or referred to; and all the Benefit and Advantage of the ſame Covenant, and

Recital that he has lent upon Bond ſuch Sum to the Son-in-Law.

Recital that the Huſband has purchaſed Lands in Fee, for a greater Sum, which are hereby ſettled.

Recital that the Money payable by the Father is not yet due, and perhaps never may,

yet to carry that Agreement into Execution

the Parties have agreed the Father to remit the Money lent to the Huſband, &c. to be accepted in Satisfaction of the Money payable, &c.

and the Huſband to releaſe the Covenant, and to ſettle the purchaſed Lands,

in Lieu of the Lands to be purchaſed,

and that the Father has delivered up the Bond to be cancelled.

The Huſband releaſes the Covenant.

and all Sum and Sums of Money thereby agreed to be paid, or herein after to become due and payable, or recoverable thereupon. And this Indenture further witneſſeth, That in further Conſideration of the Premiſſes, and in further Purſuance of the ſaid recited Agreements on the Part of the ſaid *Adam Ax*, and for ſettling and aſſuring the Meſſuages, Tenements and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, to and for the Uſes and Purpoſes, upon the Truſts, and under and ſubject to the Powers, Proviſoes and Agreements herein after limited, expreſſed and declared of and concerning the ſame; in Lieu, Recompence and full Satisfaction of and for the Meſſuages, Lands or Hereditaments in and by the ſaid Articles agreed to be purchaſed with the ſaid 400 *l.* thereby covenanted to be paid by the ſaid *Fulk Fox* as aforeſaid; and in Lieu, Recompence and full Satisfaction and Diſcharge of and for the ſame 400 *l.* and for the ſaid Covenant for Payment thereof; and of and for the ſaid Sum of 400 *l.* ſo lent by the ſaid *Fulk Fox* to the ſaid *Adam Ax*, and now forgiven and remitted to him as aforeſaid; and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great-Britain* to the ſaid *Adam Ax* in Hand paid by the ſaid *Fulk Fox* and *Henry Hore* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Ax* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Fulk Fox* and *Henry Hore*, their Heirs and Aſſigns for ever, all that Meſſuage or Tenement heretofore called or known by the Name or Sign of the *Lyon*, and ſome Time afterwards made a private Houſe, ſituate, ſtanding and being in *Dell* aforeſaid in the ſaid County of *Dorſet*, in a certain Street there called *Delland*, and all Houſes, Out-houſes, Shops, Cellars, Sollers, Chambers, Rooms, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Backſides, Ways, Waters, Water-courſes, Liberties, Eaſements, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſame Meſſuage or Tenement belonging or appertaining, or therewith uſed or enjoyed, as the ſame were formerly in the Occupation of *Noah Norris* or his Aſſigns, and afterwards of the ſaid *Lewis Lent* and his Aſſigns; which ſaid Meſſuage or Tenement is now converted into two Meſſuages or Tenements which are now in the ſeveral Tenures or Occupations of the ſaid *Adam Ax* and of one *Oliver Odd* or one of them, their or one of their Aſſigns, Leſſees or Under-tenants; and alſo all other the Meſſuages, Buildings, Grounds and Hereditaments in or near *Dell* aforeſaid, which were purchaſed by the ſaid *Adam Ax* to and to the Uſe of him and his Heirs, of and from the ſaid *Lewis Lent*, in and by the ſaid Indentures of Leaſe and Releaſe of the ſixteenth and ſeventeenth Days of *February* now laſt paſt, with their and every of their Appurtenances, (all which ſaid Meſſuages or Tenements, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned ſo to be, are now in the actual Poſſeſſion of the ſaid *Fulk Fox* and *Henry Hore*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Adam Ax* for the Term of one whole Year, in Conſideration of 5 *s.* to him paid by the ſaid *Fulk Fox* and *Henry Hore*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Adam Ax*, of, in, to or out of the ſaid Meſſuages or Tenements, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned ſo to be, every or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages or Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby granted and releaſed, or mentioned ſo to be, with their Appurtenances, unto the ſaid *Fulk Fox* and *Henry Hore*, their Heirs and Aſſigns, to and for ſuch Uſes and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Powers, Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, To the Uſe of the ſaid *Adam Ax* and *Eve* his Wife and their Aſſigns, for and during the Term of their natural Lives and the Life of the Survivor of them, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Fulk Fox* and *Henry Hore*

The Conſideration, &c.

The Grant, Releaſe, &c. by the Huſband.

The Parcels.

General Words.

Reference to a Bargain, &c. for a Year.

General Words.

Habendum.

To the Uſe of Huſband and Wife, and the Survivor, *ſans* Waſte,

Remainder to Truſtees to preſerve, &c.

Hore and their Heirs, during the Lives of the ſaid *Adam Ax* and *Eve* his Wife, and the Life of the Survivor of them, in Truſt only to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *Adam Ax* and *Eve* his Wife, and the Survivor of them and their Aſſigns, during their Lives and the Life of the Survivor of them, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his, her and their own Uſe and Benefit; and from and after the Deceaſe of the Survivor of them the ſaid *Adam Ax* and *Eve* his Wife, then to the Uſe and Behoof of all and every the Children of the Body of the ſaid *Adam Ax* on the Body of the ſaid *Eve* his Wife lawfully begotten or to be begotten; or of ſuch one or more of them, and to and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form as the ſaid *Adam Ax* and *Eve* his Wife ſhall at any Time or Times during their joint Lives by any Writing or Writings under their Hands and Seals, duly atteſted by two or more credible Witneſſes, direct, limit or appoint; and for want of ſuch Direction, Limitation and Appointment, then as the Survivor of them the ſaid *Adam Ax* and *Eve* his Wife, by any Writing or Writings under his or her Hand and Seal, and duly atteſted as aforeſaid, or by his or her laſt Will and Teſtament in Writing to be by him or her ſigned, ſealed, publiſhed or declared as ſuch, in the Preſence of three or more credible Witneſſes, ſhall from Time to Time direct, limit or appoint; and for want of all ſuch Direction, Limitation and Appointment, or in Caſe any ſuch ſhall be, when and ſo ſoon as the Eſtate and Intereſts thereby limited ſhall reſpectively end and determine, then to the Uſe of all and every the Child and Children of the ſaid *Adam Ax* on the Body of the ſaid *Eve* his Wife lawfully begotten or to be begotten, to be equally divided between them (if more than one) Share and Share alike, as Tenants in common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Child and Children lawfully iſſuing; and if one or more of ſuch Child or Children ſhall happen to die without Iſſue of his, her or their Body or Bodies, then as to the Share or Shares of him, her or them ſo dying without Iſſue, to the Uſe of the Survivors or Survivor, or others or other of them, Share and Share alike, to take as Tenants in common and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all ſuch Survivors or Survivor, or others or other of them; And if all ſuch Children but one ſhall happen to die without Iſſue of his or her Body or Bodies lawfully iſſuing, or if there ſhall be but one ſuch Child, then to the Uſe of ſuch ſurviving or only Child, and of the Heirs of his or her Body lawfully iſſuing; and for Default of all ſuch Iſſue, then to the Uſe of the ſaid *Adam Ax*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Adam Ax*, from Time to Time during his natural Life, and from and after his Deceaſe, to and for the ſaid *Eve* his Wife from Time to Time during her Life, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſaid hereby granted and releaſed Meſſuages or Tenements, Hereditaments and Premiſſes, or any Part thereof, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof, the beſt and moſt improved yearly Rent that can be reaſonably obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein; and ſo as in every of ſuch Leaſes there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee or Leſſees, to whom ſuch Leaſe and Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſame *Adam Ax* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Fulk Fox* and *Henry Hore*, their Heirs and Aſſigns, in Manner and Form following; that is to ſay, That the ſaid Meſſuages or Tenements, Hereditaments

Remainder to their Children, as Huſband and Wife, or the Survivor, ſhall appoint;

if no Appointment, equally among them as Tenants in common in Tail, with Croſs Remainders among them,

Remainder to the Father in Fee.

Leaſing Power to Huſband and Wife ſucceſſively, with Reſtrictions.

The Huſband covenants for quiet Enjoyment,

ments and Premiſſes hereby granted and releaſed, or mentioned ſo to be, with their Appurtenances, ſhall and may, from Time to Time and at all Times hereafter, remain, continue and be, to, for and upon the Uſes, Truſts, Intents and Purpoſes, and ſubject to the Powers, Proviſo and Agreements herein before limited, expreſſed and declared of and concerning the ſame; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Adam Ax*, his Heirs and Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſame Meſſuages or Tenements, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Adam Ax*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Uſes, Truſts, Wills, Intails, Eſtates, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Adam Ax*, his Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him or them, or by his, their, or any of their Act, Means, Aſſent, Conſent or Procurement. And moreover, that he the ſaid *Adam Ax* and his Heirs, and all and every Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in to or out of the ſame Meſſuages or Tenements, Hereditaments or Premiſſes or any Part thereof, from, by or under, or in Truſt for him or them, ſhall and will at any Time or Times hereafter, upon every reaſonable Requeſt of the ſaid *Fulk Fox* and *Henry Hore*, and their Heirs, or any of them, but at the proper Coſts and Charges in the Law of the ſaid *Adam Ax*, his Heirs, Executors or Adminiſtrators, make, do, acknowledge or execute, or cauſe or procure to be made, done, acknowledged or executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further and better Conveying and Aſſuring of the ſame Meſſuages, Tenements, Hereditaments and Premiſſes, with the Appurtenances, to, for and upon the Uſes, Truſts and Purpoſes, and ſubject to the Powers, Proviſo and Agreements herein before limited, expreſſed and declared of and concerning the ſame, according to the Purport and true Meaning of theſe Preſents, as by the ſaid *Fulk Fox* and *Henry Hore*, and their Heirs, or any of them, ſhall be reaſonably adviſed, or deviſed or required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And laſtly, the ſaid *Adam Ax*, in Conſideration of the ſaid principal Sum of 400 *l.* being ſo forgiven and remitted to him as aforeſaid, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Fulk Fox*, his Executors, Adminiſtrators and Aſſigns, that the ſaid *Adam Ax*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Fulk Fox*, during the Term of his natural Life, the yearly Sum of 16 *l.* of lawful Money of *Great Britain*, by equal half-yearly Payments, to wit, on the firſt Day of *April* and the firſt Day of *October* in every Year; the firſt Payment to commence on the firſt Day of *April* now next enſuing, as for and in Lieu and Stead of the Intereſt of the ſaid 400 *l.* ſo advanced and lent to the ſaid *Adam Ax*, and now forgiven to him as aforeſaid, being after the Rate of 4 *l.* in the Hundred by the Year for the ſame. In Witneſs, *&c.*

free from Incumbrances,

and for further Aſſurances.

The Huſband (in Conſideration of the Money remitted) covenants to pay his Father-in-law an Annuity during Life.

A Voluntary

A Voluntary Settlement after Marriage, to provide for a Wife, and Children unprovided for; they marrying with their Mother's Conſent. A Power of Revocation to Huſband and Wife ſucceſſively, &c. N° 13.

THIS Indenture made the third Day of *April Anno Domini* 1720. and in the ſixth Year of the Reign, *&c.* between *Abel Aſh* of *Alton* in the County of *Devon* of the one Part; and *Bruen Ball* of, *&c. Cyril Church* of, *&c.* and *David Dort* of, *&c.* Eſqrs. of the other Part, witneſſeth, That in Conſideration of the great Love and Affection which the ſaid *Abel Aſh* beareth unto *Emma* his now Wife, and to ſuch of the Iſſue of their two Bodies as are unmarried and not provided for, and for the better Livelihood and Support of the ſaid *Emma*, and Advancement of ſuch Iſſue, and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to the ſaid *Abel Aſh* in Hand paid by the ſaid *Bruen Ball*, *Cyril Church* and *David Dort*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Abel Aſh* hath granted, releaſed and confirmed, and by theſe Preſents doth grant, releaſe and confirm unto the ſaid *Bruen Ball*, *Cyril Church* and *David Dort* (in their actual Poſſeſſion now being by Virtue of a Bargain and Sale to them thereof made by the ſaid *Abel Aſh* for the Term of one whole Year, in Conſideration of 5 *s.* by Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion, made and provided) and to their Heirs and Aſſigns, All that his Manor, commonly called *Coalfield*, with its Rights, Members and Appurtenances, in the County of *Devon*, and all Meſſuages, Demeſne Lands, Farms, Tenements and Hereditaments of him the ſaid *Abel Aſh*, ſituate, lying and being in *Coalfield* aforeſaid, or in any the Villages, Hamlets or Precincts of the ſame; and alſo the Advowſon or Patronage of the Pariſh Church of *Coalfield* aforeſaid, and all other the Lands, Tenements and Hereditaments of him the ſaid *Abel Aſh*, of his own Purchaſe in the ſaid County of *Devon*; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Manors, Demeſne Lands, Farms, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever of him the ſaid *Abel Aſh*, of, in, to or out of the Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Manor, Meſſuages, Demeſne Lands, Farms, Advowſon, Hereditaments, and all and ſingular other the Premiſſes, and every of their Appurtenances, unto the ſaid *Bruen Ball*, *Cyril Church* and *David Dort*, their Heirs and Aſſigns; to the Uſes, upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, to the Uſe of the ſaid *Abel Aſh*, for and during the Term of his natural Life, without Impeachment of Waſte; and from and after his Deceaſe, to the Uſe of the ſaid *Emma* the now Wife of the ſaid *Abel Aſh* during the Term of her natural Life; and from and after the ſeveral Deceaſes of them the ſaid *Abel Aſh* and *Emma* his Wife, to the Uſe of the ſaid *Bruen Ball*, *Cyril Church* and *David Dort*, their Heirs and Aſſigns for ever: Nevertheleſs upon the Truſts, and to and for the Intents and Purpoſes herein after mentioned, that is to ſay, upon Truſt (that as ſoon after the ſeveral Deceaſes of the ſaid *Abel Aſh* and *Emma* his Wife as conveniently may be) they the ſaid *Bruen Ball*, *Cyril Church* and *David Dort*, and the Survivors or Survivor of them and his Heirs ſhall and do ſell and diſpoſe of all and ſingular the ſaid Manor, Meſſuages, Demeſne Lands, Farms, Tenements, Advowſons, Hereditaments and Premiſſes, and every Part and Parcel thereof, either intirely or in Parcels, for the moſt Money and beſt Price that can or may be reſpectively had or gotten for the ſame; and by, with and out of the Monies ariſing by ſuch Sale or Sales, and by and out of the Rents, Iſſues and Profits of the Premiſſes which ſhall ariſe or accrue until ſuch Sale or Sales, they the ſaid *Bruen Ball*, *Cyril Church* and *David Dort*, and the Survivors and Survivor of them and his Heirs, ſhall and do in the firſt Place pay and ſatisfy all ſuch Coſts, Charges and Expences as ſhall be laid out and expended in or about

The Parties.

The Conſideration, *&c.* to provide for a Wife, and Children unprovided for.

The Huſband grants, *&c.* to Truſtees; Bargain, *&c.* for a Year recited.

The Parcels.

General Words.

Habendum in Fee,

to the Uſe of the Huſband for Life *ſans* Waſte, then to the Uſe of the Wife for Life, Remainder to the Uſe of the Truſtees in Fee,

to ſell,

and firſt to pay the Expences of the Truſt,

and then to make up the Portions, otherwiſe provided for his unmarried Daughters, a Sum certain,

the Execution of the ſaid Truſt; and ſhall and do in the firſt Place, by, with and out of the Reſidue of the Monies ariſing as aforeſaid, advance, pay and make up, the Monies which all or any of the Daughters of the ſaid *Abel Aſh* is or may be entitled unto, (by Virtue or Means of any Settlement or Settlements, or Proviſion made for them, either upon or relating to the Marriage of the ſaid *Abel Aſh* with the ſaid *Emma*, of or by his own Eſtate, or of or by the Eſtate of her the ſaid *Emma*, or by Virtue of the laſt Will and Teſtament of *Daniel Aſh*, deceaſed, late Father of the ſaid *Abel Aſh*) and which ſhall be unmarried at the Time of the Death of the ſaid *Abel Aſh*, and ſhall happen to marry after his Death by and with the Conſent and good Liking of the ſaid *Emma* their Mother, or in Caſe of her Death, by and with the Conſent and good Liking of the ſaid Truſtees, or the Survivors or Survivor of them, or the Heirs or Executors of ſuch Survivor, or ſhall live to attain the Age of twenty-one Years, to be and amount unto the full Sum of 6000 *l.* a-piece of lawful Money of *Great Britain* for each ſuch Daughter ſo marrying or attaining that Age, for her Portion; the ſame to be paid to ſuch Daughter or Daughters reſpectively at the Day or Days of their reſpective Marriage as aforeſaid, or at her or their reſpective Age or Ages of twenty-one Years, which ſhall firſt happen, or as ſoon after as the ſame can be raiſed; together with the Sum of 160*l.* to each and every ſuch Daughter for her Wedding Clothes, to be likewiſe paid at the Day of her Marriage, being with ſuch Conſent as aforeſaid. And the ſaid *Abel Aſh* doth hereby order and direct that ſuch Portion or Portions of 6000*l.* ſhall from Time to Time as the ſame ſhall be raiſed, be put and placed out upon Securities at Intereſt, with the good Liking and Approbation of the ſaid Truſtees, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, until the ſame ſhall become payable reſpectively by Virtue of theſe Preſents; and that in the mean Time from and after the ſeveral Deceaſes of the ſaid *Abel Aſh* and *Emma* his Wife, the yearly Sum of 240 *l.* a-piece of lawful Money of *Great Britain*, ſhall be paid and allowed unto each ſuch Daughter by and out of the Rents and Profits of the Premiſſes till Sale, and after by and out of the yearly Intereſt and Produce of their ſaid reſpective Portions, by equal half-yearly Payments, for and towards her Maintenance and Education until her ſaid Portion of 6000*l.* ſhall become payable as aforeſaid; and that the Reſidue of ſuch Intereſt and Produce (over and above the ſaid yearly Sum of 240*l.* a-piece) ſhall go and be for and towards the Increaſe and Augmentation of their ſaid reſpective Portions, and ſhall be paid to ſuch Daughter or Daughters reſpectively, as and when her and their original Portion or Portions of 6000 *l.* a-piece ſhall become payable reſpectively by Virtue of theſe Preſents: And as to all the Reſt and Reſidue and Overplus of the Monies ſo ariſing and to be made by Sale or otherwiſe as aforeſaid, in Truſt that they the ſaid *Bruen Ball*, *Cyril Church* and *David Dort*, and the Survivors and Survivor of them and his Heirs, ſhall and do iſſue, pay and diſpoſe of the ſame and every Part thereof, unto ſuch Perſon and Perſons, and for ſuch Uſes, Truſts, Intents and Purpoſes (and no others) as the ſaid *Abel Aſh* in his Life-time, or the ſaid *Emma* his Wife after his Deceaſe, by any Deed or Writing, Deeds or Writings, under his or her Hand and Seal reſpectively executed in the Preſence of two or more credible Witneſſes, or by his or her laſt Will and Teſtament in Writing, or by any Codicil or Codicils thereunto annexed or declared Part of the ſame, ſhall direct, limit, appoint, give or diſpoſe the ſame; and in Default of ſuch Direction, Limitation, Appointment, Gift or Diſpoſition, then to the Executors or Adminiſtrators of the Survivor of them the ſaid *Abel Aſh* and *Emma* his Wife, and to, for and upon no other Truſt or Purpoſe whatſoever. Provided always, that it ſhall and may be lawful to and for the ſaid *Bruen Ball*, *Cyril Church* and *David Dort*, and the Survivors and Survivor of them and his Heirs, during the Lives of the ſaid *Abel Aſh* and *Emma* his Wife, and the Life of the Survivor of them, and at the Requeſt and by and with the Conſent and Approbation of them the ſaid *Abel Aſh* and *Emma* his Wife, or the Survivor of them, to ſell and diſpoſe of the ſaid Manor, Meſſuages, Demeſne Lands, Tenements, Farms, Advowſon, Hereditaments and Premiſſes, and every or any Part or Parcel thereof, to any Perſon or Perſons whatſoever that ſhall be the Purchaſer or Purchaſers thereof; and the Monies ariſing thereby to be diſpoſed from Time to Time as the ſaid *Abel Aſh*, in his Life-time, or the ſaid *Emma* his Wife after his Death ſhall think fit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Pro-

ſhe marrying with Conſent of their Mother, Truſtees, &c.

and a Sum for Wedding Clothes.

The Portions to be put out at Intereſt till payable,

and Annuities to each Daughter for Maintenance;

the Reſidue of the Intereſt to increaſe the Portions;

the Overplus principal Money to be paid

as the Huſband, or after his Death, the Wife ſhall direct;

if no ſuch Direction, to the Executors of the Survivor of Huſband and Wife.

The Truſtees during Life of Huſband and Wife and Survivor, may by Conſent, &c. ſell the Premiſſes;

the Money to be diſpoſed as Huſband and Wife ſucceſſively ſhall appoint.

vided that every ſuch Child of the ſaid *Abel Aſh* and *Emma* his Wife, whoſe Portion by Virtue of the Truſts hereby created or declared ſhall be made up to the full Sum of 6000 *l.* as aforeſaid, ſhall and do upon or before Payment thereof make or execute, or cauſe to be made and executed a good and ſufficient Releaſe and Diſcharge in the Law of and for all and every Sum and Sums of Money which may accrue or ſhall be then due or belonging to her or them reſpectively by Virtue or Means of any Settlement or Proviſion made for them, either upon or relating to the Marriage of the ſaid *Abel Aſh* with the ſaid *Emma* his Wife, of his own Eſtate, or of the Eſtate of the ſaid *Emma* his Wife, or by Virtue or Means of the ſaid laſt Will and Teſtament of the ſaid *Daniel Aſh* deceaſed. Provided further, that Nothing further in theſe Preſents contained ſhall be conſtrued to prejudice or invalidate the Right and Title of the ſaid *Emma* Wife of the ſaid *Abel Aſh* to a certain Annuity or yearly Sum of 240 *l.* charged on the Premiſſes or ſome Part thereof, and made payable to her or in Truſt for her, for her Cloaths and other Neceſſaries, during the joint-Lives of her the ſaid *Emma* and the ſaid *Abel Aſh* her Huſband, in and by their Marriage Settlement; but that the Premiſſes ſhall continue and remain ſubject to the Payment of the ſaid Charge of 240 *l.* a Year to her the ſaid *Emma*, or in Truſt for her according to the ſaid Marriage Settlement; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided laſtly, that it ſhall and may be lawful to and for the ſaid *Abel Aſh* at any Time or Times hereafter during his Life, and to and for the ſaid *Emma* his Wife at any Time or Times during her Life (in Caſe ſhe ſhall ſurvive the ſaid *Abel Aſh* her Huſband) by any Deed or Writing under his or her Hand and Seal ſucceſſively, atteſted by two or more credible Witneſſes, to revoke, annul and make void all and every or any the Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts hereby limited, created or declared of or concerning the ſaid Manor, Lands and Premiſſes, every or any Part thereof; and by the ſame Deed or Writing, or by any other Deed or Writing to be atteſted as aforeſaid, to limit, declare or appoint ſuch new or other Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts thereof, or of any Part thereof as to him or her ſhall ſeem meet; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, *&c.*

Proviſo that Children taking Benefit of this Truſt, ſhall releaſe all Claims under the Marriage Settlement, *&c.*

A Saving for the Wife, with Reſpect to an Annuity, *&c.*

A Power of Revocation to Huſband and Wife ſucceſſively.

A Conveyance of Lands in Mortgage to a Purchaſer, under a Settlement, Will, and Decree in Chancery. Other Lands excepted, and mutual Agreements as to the Enjoyment of a Ferry, Landing Place, Way, &c. *Variety of other good Matter, as in the Margin.* N° 14.

THIS Indenture quadrupartite, made the tenth Day of *July* in the ninth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God of *Great Britain*, *France* and *Ireland* King, Defender of the Faith, *&c.* between *Abel Aſhton* of *Burgate* in the County of *Cornwall*, Gent. and *Daniel Dun* of the Pariſh of *Ebnall* in the County of *Flint*, Gent. Executors and Deviſees in the laſt Will and Teſtament of *George Aſhton* late of *Holton* in the County of *Kent*, Eſq; deceaſed, of the firſt Part, *Lewis Aſhton* of *Mordon* in the ſaid County of *Cornwall*, Eſq; eldeſt Brother and Heir of the ſaid *George Aſhton*, of the ſecond Part, *Nicholas Nixon* of *Oakley* in the County of *Pembroke*, Eſq; and *Richard Roſs* of *Holton* aforeſaid in the ſaid County of *Kent*, Eſq; of the third Part, and *Stephen Sly* of *Titchfield* in the ſaid County of *Cornwall*, Eſq; of the fourth Part. Whereas by Indentures of Leaſe and Releaſe duly executed, bearing Date reſpectively the fourth and fifth Days of *Auguſt* in the Year of our Lord 1728. and in the third Year of his preſent Majeſty's Reign, the Releaſe being tripartite, and made or mentioned to be made between the ſaid *George Aſhton* of the firſt Part; *Valentine Uſton* then of *Warton* in the County of *York* Gentleman, and the ſaid *Daniel Dunn* Party hereunto, Truſtees of the ſaid *George Aſhton*, of the ſecond Part; and the ſaid *Nicholas Nixon* and *Richard Roſs* of the third Part; reciting as therein is recited, and for and in Conſideration of the Sum of 4000 *l.* actually paid to the ſaid *George Aſhton* by the ſaid *Nicholas Nixon*, and of the Sum of 5 *s.* a-piece, to the ſaid *Valentine Uſton* and *Daniel Dun* therein mentioned to be paid by the ſaid *Nicholas Nixon* and *Richard Roſs*; that they the ſaid *Valentine Uſton* and *Daniel Dun*, at the Requeſt, and by and with

The Parties.

Deeds of Leaſe and Releaſe recited.

By which Lands were mortgaged.

the Conſent, Direction and Appointment of the ſaid *George Aſhton*, did grant, convey and aſſure, unto the ſaid *Nicholas Nixon* and *Richard Roſs*, and their Heirs and Aſſigns for ever, All that the Capital Meſſuage, Manor, Chapel and Demeſne Lands, of *Zwallock* in the ſaid County of *Cornwall*, with their reſpective Rights, Members and Appurtenances, and all Meſſuages, Farms, Lands, Tithes, Water Corn-Mill and Hereditaments whatſoever thereto belonging or therewith uſed as Part or Parcel thereof, with their reſpective Rights, Members and Appurtenances (two ſeveral Meſſuages, Tenements or Farms called *Aſhes* and *Bardys*, purchaſed by the ſaid *Lewis Aſhton* of Sir *Cyril Card*, Bart. by Indentures of Leaſe and Releaſe, bearing Date reſpectively the eighth and ninth Days of *Auguſt* in the Year 1726. the Releaſe being quadrupartite, and made or mentioned to be made between the ſaid Sir *Cyril Card*, by the Name and Addition of Sir *Cyril Card*, Son and Heir of Sir *David Card*, late of *Zwallock* in the County of *Cornwall*, Eſq; deceaſed, and Dame *Eldreda Card*, Wife of the ſaid Sir *Cyril Card*, of the firſt Part; *George Aſhton* and *Fulk Fry* of the Pariſh of *Grade* in the County of *York*, Gentleman, of the ſecond Part; the ſaid *Lewis Aſhton* of the third Part; and the ſaid *Abel Aſhton* Party hereunto, and *Hugh Fry* of the City of *London*, Gentleman, of the fourth Part, as Part and Parcel of *Zwallock* Demeſne, and two other Meſſuages or Farms called *Ilton* and *Kead*, and ſeveral Antient Quit-Rents iſſuing forth and payable out of *Linſey*, *Moreton* and *Newent*, thentofore Part and Parcel of *Zwallock* Demeſne, and purchaſed by the ſaid *Lewis Aſhton* of the ſaid Sir *David Card*, and all other the Meſſuages, Lands, Rights, Liberties, Privileges and Hereditaments in and by the ſaid Indenture quadrupartite of Releaſe, of the ninth Day of *Auguſt* 1726. granted, conveyed or reſerved to the ſaid *Lewis Aſhton*, his Heirs and Aſſigns always excepted and foreprized;) And alſo the ſeveral Meſſuages, Lands and Tenements thereunto belonging, or therewith uſed, occupied or enjoyed, and commonly called or known by the ſeveral Name or Names of *Otterford*, *Puſham*, *Quatford*, *Radwinter* and *Seaford*, or by what other Name or Names ſoever the ſaid Capital Meſſuage, Manor, Chapel and Demeſne Lands of *Zwallock* now is or are, or have or hath been at any Time heretofore called or known; and all that Water Corn-Mill called *Zwallock* Mill, with all the Suit or Multure, Mill-Dams, Mill-Races, Stream and Streams of Water thereunto belonging, or therewithal uſed or enjoyed, then or then late in the ſeveral Tenures or Occupations of *Tabitha Tent*, *Vincent Uſway*, *Walter Watts*, *Zouch Zing* and *Adam Adis*, their Under-Tenants and Aſſigns, or any other Perſon or Perſons as Tenant or Tenants thereof; and all thoſe ſeveral Meſſuages, Tenements and Farmholds in *Burgate*, and all thoſe Meſſuages and Burgages in *Chanon*, *Durby* and *Eaton*, all in the ſaid County of *Cornwall*, unpurchaſed by the ſaid *Lewis Aſhton*, and not granted and conveyed to the ſaid *Lewis Aſhton*, his Heirs and Aſſigns, together with ſeveral Liberties and Privileges to and for the ſaid *Valentine Uſton* and *Daniel Dun*, in the ſaid recited Indenture of Releaſe of the ſaid eighteenth Day of *July* then laſt particularly mentioned and deſcribed; And all thoſe Tithes of Corn and Grain coming, growing and renewing within the ſaid Manor and Demeſne of *Zwallock*, and within *Ford*, *Graton*, *Harfield* and *Ilkham* within the Pariſhes of *Ketton* and *Graton*, or one of them, and commonly called *Graton Tithe* in the ſaid County of *Cornwall*; together with all ſuch Liberties and Privileges to and for the ſaid *Nicholas Nixon* and *Richard Roſs*, and their reſpective Heirs, Tenants or Farmers of the ſaid Manor and Demeſne Lands of *Zwallock*, as in and by the ſaid Indenture of Releaſe of the eighteenth Day of *July* then laſt paſt, and in the ſame Indenture of Releaſe in Part recited, were granted and conveyed to the ſaid *Valentine Uſton* and *Daniel Dun*, and their reſpective Heirs, Tenants or Farmers of the ſaid Manor and Demeſne Lands of *Zwallock*, in Truſt for the ſaid *George Aſhton*, or to the ſaid *George Aſhton*, his Heirs or Aſſigns; together with all and ſingular Houſes, Edifices, Buildings, Barns, Stables, Dove-Cotes, Warrens, Gardens, Tofts, Crofts, Curtilages, Yards, Backſides, Orchards, Gardens, Lands, Meadows, Leaſowes, Paſtures, Feedings, Cloſes, Incloſures, Woods Underwoods, Ways, Waters, Fiſhings, Boat-rake over *Kellam*, Water-courſes, Ways to Heaths, Commons and Common of Paſture and Turbary, Free Warrens, Courts-Leet, Courts-Baron, View of Frankpledge, Perquiſites and Profits of Courts, Reliefs, Eſcheats, Heriots, Fines, Amerciaments, Goods and Chattels of Felons, Fugitives, and Perſons outlawed and put in Exigent, Felons of themſelves, Deodands,

Exception.

Other Parcels.

General Words.

Deodands, Waifs, Eſtrays, Treaſure Trove, Mines of Lead and Coal opened, or not opened, Quarries of Limeſtone and Freeſtone, or otherwiſe; and all Royalties, Franchiſes and Liberties, Privileges, Immunities, Advantages, Emoluments, Profits and Hereditaments whatſoever to the ſaid Capital Meſſuage, Manor, Chapel and Demeſne Lands of *Zwallock*, and to the aforeſaid Tithes called *Graton Tithes*, or any Part of the Premiſſes belonging or in any wiſe appertaining; or with them or any of them uſed, occupied or enjoyed, or accepted, reputed, adjudged, deemed or taken as Part, Parcel, or Member thereof, or of any of them; ſubject nevertheleſs to and except all ſuch Liberties and Privileges as in the ſaid Indenture of the ninth Day of *Auguſt* 1726. were mentioned to be granted and conveyed to the ſaid *Lewis Aſhton*, his Heirs and Aſſigns; and ſubject alſo and chargeable with the Payment of one Annuity or yearly Rent-Charge, of 200 *l.* to be iſſuing and payable forth and out of the ſaid Capital Meſſuage, Manor Chapel, Demeſne Lands, Hereditaments and Premiſſes of *Zwallock* (except before excepted) and out of the ſaid Tithes called *Graton Tithes*, unto the ſaid Sir *Cyril Card* and Dame *Eldreda* his Wife, in Manner therein after mentioned; and the Reverſion and Reverſions, Remainder and Remainders, and all yearly and other Rents, Iſſues and Profits of all and ſingular the ſaid Capital Meſſuage, Manor, Chapel, Demeſne Lands, Meſſuages, Tithes, Hereditaments, and all and ſingular other the Premiſſes thereby granted and releaſed, or mentioned or intended ſo to be, or any of them, and every Part and Parcel thereof, with their and every of their reſpective Rights, Members and Appurtenances; and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Claim and Demand whatſoever of the ſaid *George Aſhton* and the ſaid *Valentine Uſton* and *Daniel Dun*, and every or any of them, of, in, unto and out of the ſame Capital Meſſuage, Manor, Chapel, Demeſne Lands, Hereditaments and Premiſſes of *Zwallock* and *Graton* Tithes, (except before excepted) and every Part and Parcel thereof, by the ſaid Indenture of Releaſe and Mortgage granted, releaſed and confirmed, or mentioned or intended thereby to be granted, releaſed and confirmed unto the ſaid *Nicholas Nixon* and *Daniel Dun*, their Heirs and Aſſigns; ſubject nevertheleſs to a Proviſo in the ſame Indenture of Releaſe and Mortgage contained, to make void the ſame upon Payment of the Principal Sum of 4000 *l.* unto the ſaid *Nicholas Nixon*, his Executors, Adminiſtrators or Aſſigns, with lawful Intereſt for the ſame, upon a certain Day therein mentioned, and long ſince paſſed. And whereas the ſaid *George Aſhton* is ſince dead, having firſt duly made and publiſhed his laſt Will and Teſtament in Writing, dated on or about the ſecond Day of *October* in the Year of our Lord 1728. and did thereby deviſe and bequeath unto the ſaid *Abel Aſhton* and *David Dun*, and their Heirs, all that the aforeſaid Capital Meſſuage, Manor, Chapel and Demeſne Lands of *Zwallock*, and the aforeſaid Tithes called *Graton Tithes*, and his Equity of Redemption thereof, with their and every of their Appurtenances; and all other his Meſſuages, Lands, Tithes and Hereditaments in the aforeſaid Pariſhes of *Ketten* and *Graton*, upon Truſt that they his ſaid Truſtees, or the Survivor of them, or his Heirs ſhould with all convenient Speed, after his Deceaſe, ſell and diſpoſe of the ſame Premiſſes together or in Parcels, for the beſt Price or Rate that could be made or gotten therefore, and out of the Monies thereby ariſing, in the firſt place, to pay off and diſcharge the aforeſaid Mortgage of 4000 *l.* to the ſaid *Nicholas Nixon*, with all Intereſt due and to commence from his the ſaid Teſtator's Death; and then to pay and ſatisfy all his Debts in the Schedule under his ſaid Will mentioned, and then to pay his Wife 300 *l.* to be given and diſpoſed of by her in ſuch Manner as ſhe ſhould think fit at her Death; and then to pay and ſatisfy the ſeveral Legacies thereby given to and amongſt the ſeveral Friends and Relations therein particularly mentioned; and did by his ſaid laſt Will direct, that the Receipts of his ſaid Truſtees, or the Survivor of them, or his Heirs, ſhould be a ſufficient Diſcharge to the Purchaſer or Purchaſers of his ſaid Eſtates and Premiſſes ſo directed to be ſold as aforeſaid, or any Part thereof, for his or their Purchaſe, without their being obliged to ſee to the Application thereof, or any Part thereof; and he did by his ſaid Will direct, that the Reſidue of the Money ariſing by Sale of the Premiſſes ſhould be laid out by his ſaid Truſtees in the Purchaſe of Lands to be ſettled in manner therein expreſſed and directed. And whereas by a Decree made in the High Court of Chancery upon the ſecond Day of *June* in the ſixth Year of his preſent Majeſty's Reign, by the Right Honourable

Subject to certain Charges.

General Words.

The Death and laſt Will of the Mortgagor recited, deviſing the Premiſſes to the now Grantors,

upon Truſt to ſell,

and pay the Mortgage-money,

and his Debts in a Schedule,

and a Sum to his Wife,

and Legacies.

The Receipts of the Truſtees to be ſufficient to the Purchaſer,

and the Reſidue of the Money to be laid out in Lands to be ſettled.

A Decree in Chancery recited,

Honourable the Maſter of the Rolls (and ſince duly inrolled) in a Cauſe then and now depending in the ſaid Court, wherein the ſaid *Nicholas Nixon* and *Richard Roſs* are Plaintiffs, and the ſaid *Lewis Aſhton*, *Abel Aſhton* and *Daniel Dun* are Defendants; It was ordered, among other Things, That it ſhould be referred to Mr. *Thomas Bennet*, one of the Maſters of the ſaid Court, to compute what was due to the ſaid Plaintiffs for Principal and Intereſt on their ſaid Mortgage, and to tax them their Coſts of the ſaid Suit; and that the ſaid Maſter ſhould alſo take an Account of what was due from the ſaid Teſtator *George Aſhton* to the ſeveral Perſons mentioned in the ſaid Schedule, and for the ſeveral Legacies by the ſaid Teſtator's Will given and charged on the ſaid Truſt-Eſtate at *Zwallock*, and Tithes at *Graton*: And it was thereby alſo ordered and decreed, That ſo much of the ſaid Truſt-Eſtate, as, together with the Rents and Profits thereof, would raiſe Money ſufficient to pay what the ſaid Maſter ſhould certify to be due to the ſaid Plaintiffs for Principal and Intereſt and Coſts, and likewiſe to the ſaid Schedule Creditors, and the ſaid Legatees, ſhould be ſold, with the Approbation of the ſaid Maſter, to the beſt Purchaſer or Purchaſers that could be got for the ſame; in which Sale the ſaid *Lewis Aſhton*, and all proper Parties, were to join as the ſaid Maſter ſhould direct; and out of the Money ariſing by ſuch Sale, and the Rents and Profits received by the ſaid Truſtees, the Plaintiffs, in the firſt Place, were to be paid what the ſaid Maſter ſhould certify to be due to them for Principal, Intereſt and Coſts on their Mortgage, and then the ſaid Schedule Creditors and Legatees were to be thereout paid what the ſaid Maſter ſhould certify to be due to them reſpectively; and the Reſidue of the ſaid Truſt-Eſtate remaining, after Payment of what ſhould be certified to be due to the Plaintiffs and the ſaid Schedule Creditors and Legatees, was to be ſettled, with the Approbation of the ſaid Maſter, to the ſeveral Uſes, as by the ſaid Teſtator's Will were limited and declared touching his Eſtate at *Lewis*. And it was further ordered, that all Parties were to have their Coſts taxed by the ſaid Maſter, out of the ſaid Truſt-Eſtate, as by the ſaid in Part recited Decree, Relation being thereunto had, may (among other Things) more fully appear. And whereas *Thomas Bennet*, Eſq; the ſaid Maſter, by his Report bearing Date the twenty fourth Day of *June* 1734. did allow the ſaid *Stephen Sly* the beſt Purchaſer of all the ſaid Manor and Demeſne Lands of *Zwallock*, Tithes and Hereditaments in the ſaid County of *Cornwall*, with the Appurtenances thereto belonging, compriſed in the ſaid recited Indenture of Mortgage, and as mentioned in the Particular left with the ſaid Maſter, and herein after particularly mentioned and deſcribed, for the Sum of 10000 *l.* which ſaid Report by an Order made in the ſame Court of Chancery, on the twentieth Day of *July* next following, was and ſtandeth abſolutely confirmed. And whereas the ſaid Maſter, by his Report made the ſecond Day of *May* 1734. hath reported due to the ſaid *Nicholas Nixon* and *Richard Roſs*, on their ſaid Mortgage, for Principal, Intereſt and Coſts, the Sum of 5000 *l.* on the twentieth Day of *July* 1734. which ſaid Sum of 5000 *l.* he thereby directed to be paid to the ſaid Plaintiffs accordingly on the ſaid twentieth Day of *July*. And whereas by a ſubſequent Order made by the ſaid Right Honourable the Maſter of the Rolls, in the ſaid Cauſe, upon the tenth Day of *December* laſt paſt, it is ordered, That the ſaid *Stephen Sly* do, purſuant to the ſaid *George Aſhton*'s Will, pay unto the ſaid Plaintiffs the Sum of 5000 *l.* and the ſubſequent Intereſt, and to the ſaid *Abel Aſhton* and *Daniel Dun* the Remainder of the ſaid Purchaſe-Money on their executing the Conveyances of the ſaid Eſtate; as by the ſaid recited Deed of Leaſe and Releaſe, laſt Will and Teſtament, Decree, Reports and Orders, Reference being thereunto reſpectively had, may appear. Now this Indenture witneſſeth, That for and in Conſideration of the ſaid Sum of 5000 *l.* of lawful Money of *Great Britain*, in Part of the ſaid Sum of 10000 *l.* Purchaſe-Money, well and truly in Hand paid to the ſaid *Nicholas Nixon* and *Richard Roſs* by the ſaid *Stephen Sly*, at or before the Execution of theſe Preſents, in Obedience to and Purſuance of the ſaid Order or Decree, or one of them, by the Direction and Appointment of the ſaid *Abel Aſhton* and *Daniel Dun*, teſtified by their being Parties to theſe Preſents, and Signing and Sealing hereof, in full of all Principal Money Intereſt and Coſts now due and owing on the ſaid recited Mortgage, and for and in Conſideration of the Sum of 5000 *l.* of like lawful Money, Reſidue and in full of the ſaid 10000 *l.* Purchaſe-Money well and truly in Hand paid unto the ſaid *Abel*

by which it was referred to a Maſter, to take an Account, &c.

and a ſufficient Part of the Truſt Eſtate to be ſold to pay, &c.

the Reſidue of the Eſtate to be ſettled to the Uſes in the Will.

The Maſter's Report recited, allowing a Purchaſer, &c.

and an Order to confirm the Report.

Another Report, as to the Account, recited,

and an Order that the Purchaſer pay the Mortgage-Money, and the Reſidue to the now Grantors.

The Conſideration.

Part paid to the Mortgagees,

and the Reſidue to the firſt Parties, Grantors.

Aſhton and *Daniel Dun* by the ſaid *Stephen Sly*, at or before the Execution of theſe Preſents, in Obedience to the ſaid recited Orders or Decrees, or one of them; which ſaid ſeveral Sums make in the whole the ſaid Sum of 10000 *l.* Purchaſe-Money; And alſo in Conſideration of the Sum of 5 *s.* of like Money to the ſaid *Lewis Aſhton* well and truly in Hand paid by the ſaid *Stephen Sly*, at or before the Execution of theſe Preſents; the Receipt of which ſeveral and reſpective Sums of Money they the ſaid *Nicholas Nixon*, *Richard Roſs*, *Abel Aſhton*, *Daniel Dun* and *Lewis Aſhton* do ſeverally and reſpectively acknowledge by theſe Preſents, and thereof and therefrom do hereby ſeverally and reſpectively, for themſelves and their ſeveral and reſpective Heirs, Executors and Adminiſtrators releaſe, exonerate, acquit and diſcharge the ſaid *Stephen Sly*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents; And for divers other good Cauſes and Conſiderations, them the ſaid *Abel Aſhton*, *Daniel Dun*, *Lewis Aſhton*, *Nicholas Nixon* and *Richard Roſs* hereunto eſpecially moving, they the ſaid *Abel Aſhton*, *Daniel Dun* and *Lewis Aſhton* have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed; and the ſaid *Nicholas Nixon* and *Richard Roſs*, by the Direction and Appointment of the ſaid *Abel Aſhton*, and *Daniel Dun*, teſtified as aforeſaid, have and each of them hath bargained, ſold, releaſed and confirmed; and by theſe Preſents, they the ſaid *Abel Aſhton*, *Daniel Dun* and *Lewis Aſhton* do, and each and every of them doth grant, bargain, ſell, alien, releaſe and confirm; and the ſaid *Nicholas Nixon* and *Richard Roſs* do, and each of them doth bargain, ſell, releaſe and confirm unto the ſaid *Stephen Sly* (in his actual Poſſeſſion of the ſaid purchaſed Capital Meſſuage, Manor, Demeſne Lands and Hereditaments now being, by Virtue of a Bargain and Sale thereof made to him for one Year, by Indenture bearing Date the Day next before the Date hereof, and by Virtue of the Statute for transferring Uſes into Poſſeſſion) and to his Heirs and Aſſigns for ever, all that the ſaid Capital Meſſuage, Manor, Chapel and Demeſne Lands of *Zwallock*, and all Meſſuages, Farms, Lands, Tenements, Tithes and Hereditaments whatſoever, with their and every of their Rights, Members and Appurtenances thereunto belonging or therewith uſed, occupied or enjoyed, ſituate, lying and being in the ſaid Pariſh of *Ketten* and *Graton*, or one of them, in the County of *Cornwall*, and commonly called or known by the ſeveral Name or Names of *Otterford*, *Puſham*, *Quatford*, *Radwinter* and *Seaford*, or by what other Name or Names ſoever the ſame Manor and Demeſne Lands of *Zwallock* now is or are, or have or hath been at any Time heretofore called or known (except and always reſerved out of this preſent Bargain and Sale and Releaſe the aforeſaid Meſſuages and Farms called *Itton* and *Kead*, purchaſed by the ſaid *Lewis Aſhton* of Sir *David Carr* as aforeſaid; and the aforeſaid Meſſuages or Farms called *Aſhes* and *Bardys*, by the ſaid Indentures of the ſaid eighth and ninth of *Auguſt* 1726. granted and conveyed to the ſaid *Lewis Aſhton*, and heretofore Part and Parcel of *Zwallock* Demeſne; and likewiſe other than and except the antient Quit-Rents iſſuable and payable forth and out of *Linſey*, *Moreton* and *Newent*; and alſo other than and except ſuch Right, Title and Eſtate in Law or Equity, as the ſaid *Lewis Aſhton* hath in or unto a Tenement called *Melberry*, the ſaid *Lewis Aſhton* having made a ſeparate and diſtinct Purchaſe of the ſaid Tenement called *Melberry* long before his Acts of Purchaſe between him and the ſaid *Cyril Card*, dated the ſixth Day of *May* 1725. except alſo a Meſſuage or Tenement and Lands called *Newton*, heretofore Part and Parcel of a Tenement purchaſed by the ſaid *Lewis Aſhton*, called by the Name of *Olden*; and except alſo all other Meſſuages, Lands, Rights, Liberties, Privileges and Hereditaments which in and by the ſaid Indenture of Releaſe of the ninth of *Auguſt* 1726. were granted, conveyed or reſerved to the ſaid *Lewis Aſhton*, his Heirs and Aſſigns,) and all that Water Corn-Mill, with the Meſſuage or Houſe, Lands and Grounds therewith commonly let and enjoyed, with all the Dams and Streams of Water belonging to the ſaid Mill, and late or ſome Time in the ſeveral Tenures or Occupation of [*Here other Parcels releaſed*] together with full and free Liberty to and for the ſaid *Stephen Sly*, his Heirs and Aſſigns, and to and for his or their reſpective Tenants or Farmers of the ſaid Manor and Demeſne Lands of *Zwallock* (except before excepted) for ever hereafter on all Occaſions to paſs and repaſs on Foot or Horſeback, and with Coaches, Wains, Carts and Carriages in, through and over and along the Highway leading

The Grant, Releaſe, &c.

Reference to a Bargain for a Year.

The Parcels.

Exception.

through the aforeſaid Lands called *Aſhes* and *Bardys*, and the Lands and Premiſſes thereunto belonging to *Karpton* Church, Market, or otherwiſe, as generally and uſually the Owners of the ſaid Manor did and uſed to do before the Purchaſe of the ſaid laſt mentioned Lands by the ſaid *Lewis Aſhton* of the ſaid Sir *Cyril Card*; and without doing any wilful Treſpaſs in the Uſe and Liberty of ſuch Way, and without any Let, Hindrance or Moleſtation of or from the ſaid *Lewis Aſhton*, his Heirs, Tenants or Aſſigns of the ſaid Lands and Grounds called *Aſhes* and *Bardys*; any Thing in theſe Preſents mentioned and contained to the contrary thereof in any wiſe notwithſtanding; And likewiſe full and free Liberty to and for the ſaid *Stephen Sly*, his Heirs and Aſſigns, and his and their reſpective Tenants or Farmers of the Ferry or Boat called *Zwallock-Ferry* or *Boat* over the River of *Kellam*, for ever hereafter to carry, land and ſet down his or their Paſſenger or Paſſengers, Perſon or Perſons paſſing or repaſſing to and from, over and acroſs the ſaid River from the North-ſide to the South-ſide thereof, as generally and uſually the Owners of the ſaid Manors did and uſed to do, to and upon the Lands and Grounds of the ſaid *Lewis Aſhton*, called *Segrave-Eſtate*, before the ſaid Purchaſe thereof by the ſaid *Lewis Aſhton* of the ſaid *Cyril Card*, and ſo from the South-ſide of the River called *Segrave-Eſtate*, to the North-ſide thereof, called the *Zwallock-Eſtate*; and likewiſe with full and free Liberty to and for the ſaid *Stephen Sly*, his Heirs and Aſſigns, and to and for his and their reſpective Tenants or Farmers of the ſaid Ferry or Boat, from Time to Time, and at all Times hereafter to make Fences or Breaſt-Works, or neceſſary Landing-Places of Stone, or otherwiſe as ſhall be thought proper and convenient, on the South-ſide of the ſaid River, on the Grounds of the ſaid *Lewis Aſhton*, adjoining to the ſaid River, and called the ſaid *Segrave-Eſtate*, for the better and more ſafely landing of ſuch Paſſenger and Paſſengers, (he and they doing as little Damage to the ſaid Lands and Grounds of the ſaid *Lewis Aſhton* as may be) and without any Let, Hindrance or Moleſtation of or from the ſaid *Lewis Aſhton*, his Heirs or Aſſigns, his or their Farmers or Tenants of the ſaid *Segrave-Eſtate*; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding; ſo as he the ſaid *Lewis Aſhton*, his Heirs and Aſſigns, his and their Farmers and Tenants have the like Liberty and Privileges for Ways for Horſes, Coaches, Carts and Wains to paſs from the Farms called *Aſhes* and *Bardys* to the Common called *Zwallock-Common* or *Zwallock-Fell*, he and they keeping the common and accuſtomed Ways uſed for that Purpoſe, and doing no wilful and voluntory Treſpaſs. And alſo all thoſe Tithes of Corn and Grain commonly called *Graton Tithes*, coming, growing and renewing within the ſaid Manor and Demeſne of *Zwallock*, and within *Ford*, *Graton*, *Harfield*, *Ilkham* and *Newent*, every or any of them within the ſaid Pariſhes of *Ketten* and *Graton* or one of them, in the ſaid County of *Cornwall*; together with all Houſes and Outhouſes, Buildings, Barns, Stables, Dove-cotes, Warrens, Gardens, Orchards, Lands, Water-courſes, Heaths, Paſtures, Commons and Common of Paſture, Courts-Leet, Courts-Baron, View of Frankpledge, Lead-Mines and Coal-Mines opened, and not opened, Quarries of Limeſtone and Freeſtone, Woods, Underwoods, Royalties, Franchiſes, Fiſheries, Rights, Privileges and Hereditaments whatſoever to the ſaid Capital Meſſuages, Manor, Chapel and Demeſne Lands of *Zwallock*, and to the aforeſaid Tithes called *Graton Tithes*, or any of them reſpectively belonging, or therewith uſed, occupied or enjoyed, ſituate, lying and being in the aforeſaid Pariſhes of *Ketten* and *Graton*, or one of them, in the ſaid County of *Cornwall*; except before excepted, and ſubject alſo to and chargeable with the Payment of one Annuity or yearly Rent-Charge of 200*l.* to be iſſuing and payable forth and out of the ſaid hereby granted and releaſed Capital Meſſuage, Manor, Chapel, Demeſne Lands, Hereditaments and Premiſſes of *Zwallock*, (and the Tithes called *Graton Tithes*, unto the ſaid Sir *Cyril Card* and Dame *Eldreda* his Wife, in the Manner herein after mentioned); And the Reverſion and Reverſions, Remainder and Remainders, and all yearly and other Rents, Iſſues and Profits of all and ſingular the ſaid Manor, Capital Meſſuage, Chapel and Demeſne Lands, Meſſuages, Tithes, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned to be hereby granted and releaſed, and of every of them, and of every Part and Parcel thereof, with their and every of their Appurtenances (except before excepted); and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity and Benefit of Redemption, Claim

Liberty for a Ferry to land,

and to make Landing-Places,

with Reciprocal Leave to the Owner of the excepted Lands, and his Tenants.

General Words.

and ſubject to an Annuity.

General Words.

and Demand whatſoever of them the ſaid *Abel Aſhton Daniel Dun, Nicholas Nixon* and *Richard Roſs*, and every or any of them, of, in, unto and out of the ſame Manor, Capital Meſſuage, Demeſne Lands, Hereditaments and Premiſſes of *Zwallock* and *Graton* Tithes, orany Part or Parcel thereof (except before excepted); together with true Copies, at the proper Coſts and Charges of the ſaid *Stephen Sly*, his Heirs or Aſſigns, of all ſuch Deeds, Evidences and Writings which any way touch or concern the Title of the ſaid Capital Meſſuage, Manor, Demeſne Land and Premiſſes of *Zwallock* and Tithes of *Graton* aforeſaid hereby conveyed, or any Part thereof, together with any the Manors, Lands and Hereditaments of the ſaid *Lewis Aſhton*; To have and to hold the ſaid Manor, Capital Meſſuage, Chapel and Demeſne Lands of *Zwallock*, Meſſuages, Tithes, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned to be hereby granted and releaſed, and every Part and Parcel thereof, with their and every of their Appurtenances, (except before excepted) unto the ſaid *Stephen Sly*, his Heirs and Aſſigns, to the only proper Uſe and Behoof of him the ſaid *Stephen Sly*, and of his Heirs and Aſſigns for ever; (ſubject nevertheleſs to, and except all ſuch Liberties and Privileges as in the ſaid Indenture of Releaſe of the ninth Day of *Auguſt* 1726. are mentioned to be granted and conveyed to the ſaid *Lewis Aſhton*, his Heirs and Aſſigns; and ſubject alſo to, and chargeable with the Payment of the ſaid Annuity or yearly Rent-Charge of 200*l.* to be iſſuing and payable forth and out of the ſaid hereby, or mentioned to be hereby granted and releaſed Capital Meſſuage, Manor, Chapel, Demeſne Lands, Tithes, Hereditaments and Premiſſes unto the ſaid Sir *Cyril Card* and Dame *Eldreda* his Wife, for and during the Lives of the ſaid Sir *Cyril Card* and Dame *Eldreda* his Wife, and the Life of the longer Liver of them, payable half-yearly, without any Deduction or Abatement whatſoever, for or in Reſpect of any Taxes Parliamentary or otherwiſe, or on any other Account, Matter or Thing howſoever; which ſaid Annuity or yearly Rent-Charge was granted, created and made payable in and by one Indenture tripartite, bearing Date on or about the ſixth Day of *July* 1729. and made or mentioned to be made between the ſaid *George Aſhton*, deceaſed, of the firſt Part, the ſaid *Valentine Uſton* and *Daniel Dun* of the ſecond Part, and the ſaid Sir *Cyril Card* and *Eldreda* his Wife of the third Part) with ſuch Powers of Diſtreſs, Entry and Forfeiture in Caſe of Non-payment thereof, according to the true Intent and Meaning of the ſaid Indenture tripartite of the ſixth Day of *July* 1729. and as in the ſame Indenture is for that Purpoſe particularly mentioned and expreſſed. And the ſaid *Abel Aſhton* and *Daniel Dun* ſeverally and reſpectively for themſelves, their ſeveral and reſpective Heirs, Executors and Adminiſtrators, do covenant, promiſe, grant and agree to with the ſaid *Stephen Sly*, his Heirs and Aſſigns, by theſe Preſents, that neither they the ſaid *Abel Aſhton* and *Daniel Dun* or either of them, or the ſaid *George Aſhton*, have or hath at any Time heretofore made or committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or wherewith, or by Reaſon or Means whereof the Premiſſes mentioned or intended to be hereby releaſed, or any of them, or any Part thereof, are or is, or ſhall or may be charged, impeached or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever (except as is herein before recited or mentioned.) And the ſaid *Lewis Aſhton* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree to and with the ſaid *Stephen Sly*, his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *Lewis Aſhton* hath not at any Time heretofore made, done or committed, or wittingly or wilfully ſuffered any Act, Matter or Thing whatſoever, whereby or wherewith, or by Reaſon or Means whereof the Premiſſes mentioned or intended to be hereby releaſed, or any of them, or any Part thereof, are or is, or ſhall or may be charged, impeached or incumbred in Title, Charge, Eſtate or otherwiſe howſoever; the ſaid Indenture of Leaſe and Releaſe of the eighth and ninth Days of *Auguſt* 1726. only excepted and forepriſed. And the ſaid *Nicholas Nixon* and *Richard Roſs* do ſeverally for themſelves, their ſeveral and reſpective Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Stephen Sly*, his Heirs and Aſſigns, by theſe Preſents, that they the ſaid *Nicholas Nixon* and *Richard Roſs*, or either of them, have not at any Time heretofore made, done or committed, or willingly or wilfully ſuffered any Act, Matter or Thing whatſoever, whereby or wherewith,

Copies of Writings,

Habendum

to the Purchaſer in Fee,

ſubject *ut ſupra.*

The Creation of the Annuity recited,

and Power of Diſtreſs for it,

The Grantors covenant they have not incumbred.

A Truſtee covenants that he has not incumbred.

The like by the Mortgagees.

with, or by Reaſon or Means whereof the Premiſſes mentioned or intended to be hereby releaſed, or any of them, or any Part thereof, are or is, or ſhall or may be charged, impeached or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. And for the better Aſſuring and Conveying of all and ſingular the ſaid Manor, Capital Meſſuage, Chapel, Demeſne Lands, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned or intended ſo to be, unto and to the Uſe of the ſaid *Stephen Sly* and his Heirs, the ſaid *Abel Aſhton*, *Daniel Dun*, *Lewis Aſhton*, *Nicholas Nixon* and *Richard Roſs*, ſeverally and reſpectively for themſelves, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, do covenant, promiſe and grant to and with the ſaid *Stephen Sly*, his Heirs and Aſſigns, by theſe Preſents, that they the ſaid *Abel Aſhton*, *Daniel Dun*, *Lewis Aſhton*, *Nicholas Nixon* and *Richard Roſs* ſhall and will before the End of *Michaelmas* Term next enſuing the Date hereof, acknowledge and levy before his Majeſty's Juſtice of the Court of *Common Pleas* unto the ſaid *Stephen Sly* and his Heirs, one or more Fine or Fines *ſur conuſance de droit come ceo*, &c. of the ſaid hereby granted and releaſed Premiſſes, by ſuch apt and convenient Names, Quantities and Qualities, Number of Acres, and other Deſcriptions to aſcertain the ſame, as by the Counſel of the ſaid *Stephen Sly* and his Heirs ſhall be thought fit and requiſite. Which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time levied or to be levied, and all and every other Fine and Fines of and concerning the ſaid Premiſſes or any of them, or any Part or Parcel of them or any of them, by or between the ſaid Parties to theſe Preſents or any of them, or whereunto any of them ſhall be Parties, ſhall be and enure, and ſhall be adjudged, conſtrued, deemed and taken, and are meant and intended, and are hereby declared to be and enure to the only Uſe and Behoof of the ſaid *Stephen Sly* and his Heirs. And the ſaid *Abel Aſhton* and *Daniel Dun* do jointly and ſeverally for themſelves, their Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Stephen Sly*, his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that for and notwithſtanding any Act, Matter or Thing whatſoever done by them the ſaid *Abel Aſhton* or *Daniel Dun*, or either of them, they the ſaid *Abel Aſhton* and *Daniel Dun*, *Lewis Aſhton*, *Nicholas Nixon* and *Richard Roſs*, or ſome or one of them now are or is lawfully, rightfully and abſolutely ſeiſed of and in all and ſingular the ſaid Manor, Capital Meſſuage, Chapel, Demeſne Lands, Meſſuages, Tenements, Mill, Ferry and Premiſſes mentioned to be hereby granted or releaſed, with their Appurtenances, of a good, ſure, perfect abſolute and indefeaſible Eſtate of Inheritance in Fee-Simple, without any Condition, Uſe, Truſt Power of Revocation, or other Matter or Thing whatſoever which may alter, change or charge, revoke, determine or make void the ſame; and that for and notwithſtanding any Act, Matter or Thing whatſoever done by them the ſaid *Abel Aſhton* or *Daniel Dun*, or either of them, they the ſaid *Abel Aſhton*, *Daniel Dun*, *Lewis Aſhton*, *Nicholas Nixon* and *Richard Roſs*, ſome or one of them now have or hath good Right, full Power, and lawful and abſolute Authority in themſelves, ſome or one of them, to grant, convey and aſſure all and ſingular the ſaid Premiſſes and every Part thereof, with the Appurtenances, to the ſaid *Stephen Sly*, his Heirs and Aſſigns. And that the ſaid *Stephen Sly*, his Heirs and Aſſigns, ſhall and lawfully may from Time to Time and all Times hereafter, freely, quietly and peaceably have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Manor, Capital Meſſuage, Chapel, Demeſne Lands, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby granted, releaſed and confirmed, or mentioned or intended ſo to be, and the Rents, Iſſues and Profits thereof, and of every Part thereof, receive and take, without the lawful Let, Suit, Trouble, Interruption, Eviction or Ejection of them the ſaid *Abel Aſhton*, *Daniel Dun*, *Lewis Aſhton*, *Nicholas Nixon* and *Richard Roſs*, or any of them, or any Perſon or Perſons lawfully claiming or to claim by, from or under them or any of them. And further, they the ſaid *Abel Aſhton* and *Daniel Dun* do jointly and ſeverally for themſelves, their Heirs, Executors and Adminiſtrators; and every of them, covenant, promiſe, grant and agree to and with the ſaid *Stephen Sly*, his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents that they the ſaid *Abel Aſhton*, *Daniel Dun*, *Lewis Aſhton*, *Nicholas Nixon* and *Richard Roſs*, and all and every other Perſon and Perſons whatſoever having or lawfully claiming, or which ſhall or may have or lawfully claim

The Vendors covenant to levy a Fine.

The Uſes declared.

The Vendors covenant that they are ſeiſed,

and have Power to convey,

and for quiet Enjoyment,

and for further Aſſurances.

claim any Eſtate, Right, Title or Intereſt, of, in or to the Premiſſes hereby granted, releaſed and confirmed, or mentioned or intended ſo to be, ſhall and will from Time to Time, and at all and every Time and Times within the Space of twenty Years next enſuing the Date hereof, at and upon the reaſonable Requeſt, and at the proper Coſts and Charges of the ſaid *Stephen Sly*, his Heirs and Aſſigns, do, make, levy, execute, acknowledge and ſuffer, all and every ſuch further and other reaſonable Act and Acts, Thing and Things, Device and Devices, Aſſurance and Aſſurances in the Law whatſoever, for the further, better, and more perfect Aſſuring and Conveying of the ſaid Manor, Capital Meſſuage, Chapel and Demeſne Lands of *Zwallock*, Meſſuages, Lands, Tenements, Mill, Ferry-Boat, Hereditaments and Premiſſes hereby granted, releaſed and confirmed, or mentioned or intended ſo to be, to the ſaid *Stephen Sly*, his Heirs and Aſſigns; be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Common Recovery or Recoveries, with ſingle, double or treble Voucher or Vouchers, Releaſe or Confirmation, or by all, or every or any of the ſaid Ways and Means, or by any other Ways and Means in the Law whatſoever, as by the ſaid *Stephen Sly*, his Heirs or Aſſigns, or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required: So as ſuch further Aſſurance contain no further or other Covenants or Warranty than againſt the Party required to execute the ſame, his Acts, Heirs, Executors and Adminiſtrators; and ſo as the Party required to execute ſuch further Aſſurance, be not compelled or compellable to go or travel from the Place of his, her or their uſual Abode, at the Time of ſuch Requeſt to be made. In Witneſs, *&c.*

A Teſtator having deviſed Money to be laid out in Lands, to be ſettled in a particular Manner upon ſeveral Collateral Relations ſucceſſively, one of the Remainder Men, in Conſideration of Part of the Money, by this Deed conveys Lands which he had purchaſed, to the Truſtees in the Will, to the Uſes thereby directed; for which ſee the Margin. N° 15.

THIS Indenture tripartite made the twenty-fifth Day of *May Anno Domini* 1732. and in the fifth Year, *&c.* between *Adam Aſh* of *Boſton* in the County of *Cambridge*, Clerk, of the firſt Part; *David Daſh* of, *&c.* and *Edward Edge* of the Pariſh of St. *Giles in the Fields* in the County of *Middleſex*, Eſq; (which ſaid *David Daſh* and *Edward Edge*, together with the ſaid *Adam Aſh*, are Truſtees, Executors and Reſiduary Legatees named in the laſt Will and Teſtament of Sir *John Aſh* late of the ſaid Pariſh of St. *Giles in the Fields*, Knt. deceaſed) of the ſecond Part; and *Kenelm Kirb* of *Lewes* in the ſaid County of *Cambridge*, Gent. and *Matthew Morris* of *Boſton* aforeſaid, Maſter of Arts, of the third Part. Whereas the ſaid Sir *John Aſh* in and by his laſt Will and Teſtament in Writing, dated on or about the twenty-ninth Day of *May* which was in the Year of our Lord 1725. did (among other Things) give and bequeath all the Reſt and Reſidue of his Perſonal Eſtate of what Nature or Kind ſoever, after Payment of his Debts, Funeral Expences, and the Legacies given by his ſaid Will, unto his ſaid Truſtees and Executors, the ſaid *David Daſh*, *Adam Aſh* and *Edward Edge*, upon Truſt that they and the Survivors and Survivor of them, his Executors and Adminiſtrators, ſhould lay out and inveſt the ſame in one or more Purchaſes of Lands and Hereditaments of a good Fee-ſimple Eſtate of Inheritance in *England*; and ſettle and convey the ſame when purchaſed to the Uſe of ſuch Perſon and Perſons reſpectively, and for ſuch Eſtate and Eſtates, and with ſuch Power for making Leaſes as he the ſaid Sir *John Aſh* had therein before deviſed, limited and declared of and concerning his Manors, Lands and Hereditaments in the Counties of *Cambridge* and *Norfolk* therein mentioned (being the ſame or the like Uſes, Truſts, Eſtates and Powers as are herein after limited, expreſſed and declared of and concerning the Manors, Advowſon, Meſſuages, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances.) And whereas the ſaid *Adam Aſh* hath lately purchaſed to him and his Heirs in Fee-ſimple, of and from *Olive Ox*, Eſq; and *Penelope* his Wife, or one of them, the Manors, Advowſon, Meſſuages, Lands,

The Parties.

Recital of a Will,

whereby the Teſtator deviſed his perſonal Eſtate

to be laid out in Lands, to be ſettled

as other Lands were limited by the Will;

and that the firſt Party has purchaſed Lands at a certain Price, including Charges,

Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, for the Sum or Price of 17425*l.* of lawful Money of *Great Britain*, (including the Charges and Expences attending the ſaid Purchaſe;)

and is willing to ſell, and that the ſame is a proper Purchaſe, &c.

And the ſaid *Adam Aſh* being willing and deſirous to ſell and diſpoſe of the ſaid purchaſed Premiſſes, and the ſame being in the Judgment of the ſaid Truſtees thought a convenient Purchaſe wherein to lay out and inveſt Part of the Perſonal Eſtate and Effects of the ſaid Sir *John Aſh*, ſo by him in and by his ſaid Will directed to be laid out in Purchaſes as aforeſaid, he the ſaid *Adam Aſh* hath propoſed to the ſaid *David Daſh* and *Edward Edge*, that the ſame Premiſſes ſhould be purchaſed accordingly for the Sum or Price of 17425*l.* of like lawful Money (which in the Opinion of the ſaid Truſtees is a reaſonable and marketable Price for the ſame Premiſſes;) and therefore they the ſaid *David Daſh* and *Edward Edge* have covenanted and agreed to the ſaid Propoſal, and do hereby teſtify their Conſent and Agreement thereto accordingly: Now this Indenture witneſſeth, that in

The Conſideration, &c.

Purſuance of the ſaid Propoſal and Agreement thereupon, and for and in Conſideration of the Sum of 17425*l.* of lawful Money of *Great Britain* by the ſaid *David Daſh* and *Edward Edge* (by and out of the perſonal Eſtate and Effects of the ſaid Sir *John Aſh* ſo by him in and by his ſaid Will directed to be laid out in Purchaſes as aforeſaid) to the ſaid *Adam Aſh* in Hand well and truly paid at or before the Enſealing and Delivery of theſe Preſents, in full for the abſolute Purchaſe of the ſaid Manors, Advowſon, Meſſuages, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, the Receipt and Payment of which ſaid Sum of 17425*l.* accordingly he the ſaid *Adam Aſh* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *David Daſh* and *Edward Edge*, their Heirs, Executors and Adminiſtrators, and every of them for ever by theſe Preſents; and for conveying, ſettling and aſſuring the ſaid purchaſed Manors, Advowſon, Meſſuages, Lands and Hereditaments, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Power, Proviſo and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, purſuant to the ſaid recited Will of the ſaid Sir *John Aſh*; and for and in Conſideration of the Sum of 10*s.* of like Money to the ſaid *Adam Aſh* in Hand paid by the ſaid *Kenelm Kirb* and *Matthew Morris* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Aſh*, with the Privity and Conſent of the ſaid *David Daſh* and *Edward Edge*, (teſtified by their

The Grant, Releaſe, &c.

being Parties to and their Sealing and Delivery of theſe Preſents) hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Kenelm Kirb* and *Matthew Morris*, their Heirs and Aſſigns,

The Parcels.

all that the Manor or Lordſhip of *Southwell* and the Scite of the ſame Manor, with their reſpective Rights, Royalties, Members and Appurtenances, in the ſaid County of *Norfolk*; and alſo all that the perpetual Advowſon, Donation, Right of Patronage and Preſentation of, in and to the Church of *Southwell* in the ſame County;

General Words.

and alſo all Meſſuages, Houſes, Dove-houſes, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Woods, Wood-Grounds, Underwoods, Courts, Courts-Leet, Perquiſites and Profits of Courts, Rents, Reverſions, Services, Ways, Waters, Eaſements, Rights, Juriſdictions, Liberties, Franchiſes, Profits, Commodities, Advantages, Emoluments, Advowſons, Patronages of Churches, Hereditaments and Appurtenances whatſoever to the ſaid Manor, Scite, Advowſon and Premiſſes, or any of them belonging or appertaining, or with them or any of them uſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them or any of them, ſituate, lying or being in the ſeveral Pariſhes of *Southwell*, *Tanton*, *Wilton* and *Upden*, ſome or one of them in the ſaid County of *Norfolk*, or elſewhere in the ſame County; which ſaid Lands, Ground and Hereditaments contain together in the whole by Eſtimation

Other Parcels.

730 Acres, be the ſame more or leſs; and alſo all that the Manor of *Wood-Hall*, with the Rights, Royalties, Members and Appurtenances thereof in the ſaid ſeveral Counties of *Cambridge* and *Norfolk*, or one of them; and alſo all that the Capital Meſſuage or Tenement and Scite of the ſame Manor called *Wood-Hall*, with the Appurtenances, ſituate and being in the ſame Counties or one of them; and alſo all

General Words.

Meſſuages, Houſes, Out-houſes, Dove-houſes, Buildings, Barns, Stables, Yards, Gardens, Orchards,

Orchards, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Woods, Wood-Grounds, Underwoods, Courts, Courts-Leet, Perquiſites and Profits of Courts, Rents, Reverſions, Services, Ways, Waters, Eaſements, Rights, Juriſdictions, Liberties, Franchiſes, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid laſt mentioned Manor, Capital Meſſuage, Scite and Premiſſes, or any of them belonging or appertaining, or with them or any of them uſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them or any of them, ſituate, lying or being in the ſeveral Pariſhes of *Southwell* aforeſaid in the ſaid County of *Norfolk*, and of *Wood-Hall*, *Xaxton* and *Yar*, ſome or one of them in the ſaid County of *Cambridge*, which ſaid Capital Meſſuage, Lands, Hereditaments and Premiſſes laſt mentioned were heretofore in the Tenure or Occupation of *Abel Ald* deceaſed, or his Under-tenants, and afterwards of *Beatrix Ald* Widow, her Under-tenants or Aſſigns; and alſo all thoſe two Cloſes of Meadow, Paſture and Wood-Ground, with their Appurtenances, commonly called *Cooper's Mead*, or howſoever otherwiſe called or known, lying and being in the ſaid Pariſh of *Southwell*, and containing by Eſtimation twelve Acres, more or leſs; and all that Parcel of Meadow, containing by Eſtimation about fourteen Roods in a certain Meadow called *D'gs Mead* in *Southwell* aforeſaid, abutting on the Meadow now or late of *Eldred Elf* towards the South, and on *Cooper's Mead* towards the North; which ſaid laſt mentioned Cloſes and Parcel of Meadow were heretofore Copyhold held of the ſaid Manor of *Southwell*, and were lately ſurrendered to the ſaid *Olive Ox* (the late Lord of the ſame Manor) by *Fulk Ald* and *Abel Ald*, late Cuſtomary Tenants of the ſame Manor, all which ſaid Manors, Advowſon, Meſſuages, Lands, Hereditaments and Premiſſes were late the Eſtate of the ſaid *Olive Ox*, and were conveyed and aſſured unto and to the Uſe of the ſaid *Adam Aſh*, his Heirs and Aſſigns, by two Indentures of Leaſe and one Indenture of Releaſe, bearing Date reſpectively the ſixth and ſeventh Days of *September* laſt paſt before the Date of theſe Preſents; the one Indenture of Leaſe being made, or mentioned to be made between the ſaid *Olive Ox* of the one Part, and the ſaid *Adam Aſh* of the other Part, and the other between *Gilbert Gold*, Gent. then a Mortgagee in Fee of Part of the ſame Premiſſes, and the ſaid *Olive Ox* of the one Part, and the ſaid *Adam Aſh* of the other Part; and the ſaid Indenture of Releaſe being tripartite, and made or mentioned to be made between the ſaid *Gilbert Gold* of the firſt Part, the ſaid *Olive Ox* and *Penelope* his Wife of the ſecond Part, and the ſaid *Adam Aſh* of the third Part, and Fine in the ſame Releaſe covenanted to be levied by the ſaid *Olive Ox* and *Penelope* his Wife, and which was duly levied accordingly; and alſo all other the Meſſuages, Lands, Tenements and Hereditaments in the ſeveral Pariſhes, Towns, Fields, Precincts or Territories of *Southwell*, *Tanton*, *Wilton* and *Upden* aforeſaid, every or any of them in the ſaid County of *Norfolk*, and of *Wood-Hall*, *Xaxton* and *Yar* aforeſaid, every or any of them in the ſaid County of *Cambridge*, which in and by the ſaid Indentures and Fine or one of them were conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto and to the Uſe of the ſaid *Adam Aſh*, his Heirs and Aſſigns, with their and every of their Appurtenances; all which ſaid Manors, Advowſon, Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Kenelm Kirb* and *Matthew Morris*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Adam Aſh* for the Term of one whole Year, in Conſideration of 5 *s.* to him in Hand paid by the ſaid *Kenelm Kirb* and *Matthew Morris*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Adam Aſh*, of, in, to or out of the ſaid Manors, Advowſon, Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, every or any Part thereof; and all Deeds, Evidences, Writings, Eſcripts and Muniments touching or in any wiſe concerning the Premiſſes, or any Part thereof, which he the ſaid *Adam Aſh* now hath in his Cuſtody or can come by without Suit in Law; To have and to hold the ſaid Manors, Advowſon, Meſſuages, Lands, Hereditaments, and all and ſingular other the

Other Parcels.

The Title derived.

General Words.

Remainder to Bargain, &c. for a Year.

General Words.

Deeds, &c.

Habendum in Fee,

the Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Kenelm Kirb* and *Matthew Morris*, their Heirs and Aſſigns for ever; to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Proviſo or Power as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, To the Uſe of *Adam Aſh* (Son of *James Aſh* late of *Kerſton*, Merchant, deceaſed) for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *David Daſh*, *Adam Aſh* Party hereto, and *Edward Edge*, and their Heirs, during the Life of the ſaid *Adam Aſh*, Son of the ſaid *James Aſh*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being barred or defeated, and for that Purpoſe to make Entries and bring Actions as Occaſion ſhall be and require; but nevertheleſs to permit and ſuffer the ſaid *Adam Aſh*, Son of the ſaid *James Aſh*, and his Aſſigns during his Life, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe of the firſt Son of the Body of the ſaid laſt named *Adam Aſh* lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, and of all and every other the Son and Sons of the Body of the ſaid laſt named *Adam Aſh* lawfully to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſaid *Adam Aſh* Party hereto, for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *David Aſh* and *Edward Edge*, and their Heirs, during the Life of the ſaid *Adam Aſh* Party hereto, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being barred or defeated, and for that Purpoſe to make Entries or bring Actions as Occaſion ſhall be and require; but nevertheleſs to permit and ſuffer the ſaid *Adam Aſh* Party hereto, and his Aſſigns, during his Life, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe of the firſt Son of the Body of the ſaid *Adam Aſh* Party hereto, lawfully begotten or to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, and of all and every other the Son and Sons of the Body of the ſaid *Adam Aſh* Party hereto, lawfully begotten or to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the elder of ſuch Sons, and the Heirs Male of his Body, being always preferred and to take before the younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of *Lewis Daſh*, Eſq; eldeſt Son of *Maria Daſh* by the ſaid *David Daſh* her Huſband, for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Edward Edge* and his Heirs during the Life of the ſaid *Lewis Daſh*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being barred and defeated, and for that Purpoſe to make Entries and bring Actions as Occaſion ſhall be and require; but nevertheleſs to permit and ſuffer the ſaid *Lewis Daſh* and his Aſſigns, during his Life, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe of the firſt Son of the Body of the ſaid *Lewis Daſh* lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, and of all and every other Son and Sons of the Body of the ſaid *Lewis Daſh* lawfully to be begotten,

to the Uſe of a Kinſman of the Teſtator for Life, *ſans* Waſte, Remainder to Truſtees to preſerve, &c.

Remainder to the Sons of that Tenant for Life, ſucceſſively in Tail Male,

Remainder to the firſt Party hereto for Life *ſans* Waſte, Remainder to Truſtees to preſerve, &c.

Remainder to the Sons of this Tenant for Life, ſucceſſively in Tail Male,

Remainder to a third Tenant for Life *ſans* Waſte, Remainder to Truſtees to preſerve, &c.

Remainder to the Sons of a this third Tenant for Life, ſucceſſively in Tail Male,

begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of *Nicholas Daſh*, ſecond Son of the ſaid *Maria Daſh* (by the ſaid *David Daſh* her Huſband) and the Heirs Male of the Body of the ſaid *Nicholas Daſh* lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſaid *Kenelm Kirb* and *Matthew Morris*, and their Heirs, during the Life of the ſaid *Maria Daſh*, in Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited, and to permit and ſuffer the Perſon and Perſons in Remainder for the Time being, by Virtue of the Limitations herein after mentioned, to receive and take the Rents and Profits thereof, to and for his, her or their own Uſe and Benefit; and from and after the Deceaſe of the ſaid *Maria Daſh*, then to the Uſe of all and every other the Son and Sons of the Body of the ſaid *Maria Daſh*, lawfully begotten, or to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the elder of ſuch Sons and the Heirs Male of his Body iſſuing being always preferred and to take before the younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of all and every the Daughter and Daughters of the Body of the ſaid *Maria Daſh* lawfully begotten or to be begotten, to be equally divided amongſt them (if more than one) Share and Share alike, to take as Tenants in Common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters; and in caſe one or more of ſuch Daughters ſhall ſhappen to die without Iſſue of her or their Body or Bodies, then as to the Share or Shares of her or them ſo dying without Iſſue, to the Uſe of the Survivors or Survivor, or others or other of them, Share and Share alike, as Tenants in Common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors or Survivor, or others or other of them; And in caſe all ſuch Daughters but one ſhall happen to die without Iſſue, or if there be but one ſuch Daughter, then to the Uſe of ſuch ſurviving or only Daughter, and of the Heirs of her Body lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the right Heirs of the ſaid Sir *John Aſh*, and to, for or upon no other Uſes, Truſts, Intent or Purpoſes whatſoever. Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Adam Aſh* (Son of the ſaid *James Aſh*) *Adam Aſh* Party hereto, and *Lewis Daſh*, when and as they ſhall reſpectively come into and be in the actual Poſſeſſion of the ſaid Manor, Meſſuage, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, or any Part thereof, by Virtue of the Limitations aforeſaid, by any Deed or Writing, Deeds or Writings, under his and their reſpective Hands and Seals, atteſted by two or more credible Witneſſes, to make any Leaſe or Leaſes of the ſame Premiſſes, or any Part thereof, whereof he or they ſhall be in the actual Poſſeſſion as aforeſaid, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion or Remainder, or by way of future Intereſt; ſo as upon all and every ſuch Leaſe and Leaſes there be reſerved and made payable during the Continuance thereof, the beſt and moſt improved yearly Rent and Rents that can or may be reaſonably had or gotten for the ſame; and ſo as the Leſſee and Leſſees be not made diſpuniſhable of Waſte by any expreſs Words in ſuch Leaſe or Leaſes to be contained; and ſo as the uſual Covenants on the Leſſees Parts be inſerted in every ſuch Leaſe and Leaſes, and ſo as the Leſſees execute Counterparts thereof. And the ſaid *Adam Aſh* Party hereto doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *David Daſh* and *Edward Edge*, their Heirs, Executors and Adminiſtrators, in Manner following; that is to ſay, That he the ſaid *Adam Aſh* Party hereto, at the Time of the Enſealing and Delivery of theſe Preſents, is and ſtandeth lawfully, rightfully and abſolutely ſeiſed of the ſaid

Remainder in Tail Male to a Brother of the laſt Tenant for Life, Remainder to Truſtees during the Life of a Woman, to ſupport, &c.

Remainder to her Sons ſucceſſively in Tail Male,

Remainder to her Daughters, as Tenants in Common in Tail,

with Croſs Remainders between them.

Remainder to the Deviſor's right Heirs: Power to the Tenants for Life, when in Poſſeſſion,

to make Leaſes,

with Reſtrictions.

The firſt Party covenants that

he is ſeiſed;

ſaid Manors, Advowſon, Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, of a good, ſure, lawful, abſolute and indefeazible Eſtate of Inheritance in Fee-ſimple to him and his Heirs; without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame; and alſo that he the ſaid *Adam Aſh* Party hereto, now hath in himſelf good Right, full Power, and lawful and abſolute Authority to grant, releaſe and convey the ſame Manors, Advowſon, Meſſuages, Lands, Hereditaments and Premiſſes in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents: And further, that the ſaid Manors, Advowſon, Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and releaſed, with the Appurtenances, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be, to, for and upon the ſeveral Uſes and Truſts, Intents and Purpoſes, and under and ſubject to the Proviſo herein before mentioned, expreſſed and declared of and concerning the ſame; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Adam Aſh* Party hereto, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Adam Aſh* Party hereto, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Annuities, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever. And moreover, that he the ſaid *Adam Aſh* Party hereto, and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manors, Advowſon, Meſſuages, Lands, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, ſhall and will from Time to Time, and all Times hereafter during the Space of ten Years now next enſuing, at the Requeſt of the ſaid *David Daſh* and *Edward Edge*, or the Survivor of them, or the Heirs, Executors or Adminiſtrators of ſuch Survivor, make, do, acknowledge, levy, ſuffer and execute, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Manors, Advowſon, Meſſuages, Lands, Hereditaments and Premiſſes, with their Appurtenances, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are herein before mentioned, expreſſed and declared of and concerning the ſame in Manner aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *David Daſh* and *Edward Edge*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required: So as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties, who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, &c.

and has a Right, &c. to convey;

and for quiet Enjoyment,

free from Incumbrances,

And for further Aſſurances.

A Deed

A Deed of Covenant to levy and declare the Uſes of a Fine, by Huſband and Wife (a Co-heir,) of her third Part of a Manor; and to ſettle it to the Uſe of the Huſband for Life, then to Truſtees to convey as the Wife ſhall appoint: if no Appointment to her in Fee. N° 16.

THIS Indenture made the ninth Day of *July Anno Domini* 1724. and in the tenth Year of the Reign, *&c.* between *Abel Awl* of *Bunhill Fields* in the Pariſh of St. *Catherine* in the County of *Middleſex*, Gent. and *Eve Awl* his Wife, one of the three Siſters and Co-heirs of *Fulk Fox*, late of *Hans* in the County of *Kent*, Eſq; deceaſed, of the one Part, and *John Jones* of, *&c.* and *Lewis Jones*, Eſq; Brother of the ſaid *John Jones*, of the other Part, Witneſſeth, That for ſettling and aſſuring the third Part of the Manor, Advowſon, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, as are herein after expreſſed and declared concerning the ſame; and alſo for other good Cauſes and Conſiderations them the ſaid *Abel Awl* and *Eve* his Wife thereunto moving, they the ſaid *Abel Awl* and *Eve* his Wife do hereby for themſelves, their Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *John Jones* and *Lewis Jones*, and their Heirs, that they the ſaid *Abel Awl* and *Eve* his Wife ſhall and will, at the Coſts and Charges of the ſaid *Abel Awl* or his Heirs, on this Side, and before the End of *Trinity* Term next enſuing the Date hereof, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *Sur Conuzance de droit come ceo, &c.* whereupon Proclamations ſhall be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *John Jones* and *Lewis Jones*, or the Survivor of them, and the Heirs of one of them, of one full third Part (the Whole into three equal Parts to be divided) of and in all thoſe the Manors or Lordſhips, or reputed Manors or Lordſhips of *Manan* and *Norts*, with their and every of their Rights, Royalties, Members and Appurtenances in the ſaid County of *Kent*; and of and in all that Capital, Meſſuage, Manſion or Manor Houſe of *Manan* in the ſaid County of *Kent*, with the Appurtenances, and of and in the Advowſon, and Right of Patronage of the Rectory and Pariſh Church of *Manan* aforeſaid; and of and in all Meſſuages, Houſes, Cottages, Mills, Edifices, Buildings, Barns, Stables, Kiln-houſes, Dove-houſes, Yards, Gardens, Orchards, Tofts, Crofts, Cloſes, Lands, Tenements, Meadows, Paſtures, Feedings, Commons and Common of Paſture, Trees, Woods, Underwoods, and the Ground and Soil of the ſame Waſtes, Trees, Warrens, Rivers, Waters, Fiſhings, Ponds, Pools, Mines, Courts, Courts Leet, Courts Baron, Perquiſites and Profits of Courts, Waifs, Eſtrays, Goods and Chattels of Felons and Fugitives, and of Felons of themſelves, and all other Rights, Royalties, Franchiſes, Liberties, Juriſdictions, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Manors or Lordſhips, or reputed Manors or Lordſhips, Capital Meſſuage and Premiſſes, or any of them belonging, or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them or any of them; and of and in all other the Meſſuages, Cottages, Lands, Tenements and Hereditaments whatſoever late of him the ſaid *Fulk Fox*, ſituate, lying or being in *Manan* and *Norts*, or either of them, in the ſaid County of *Kent*, or elſewhere in the ſame County, with their and every of their Appurtenances; by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet; which ſaid Fine or Fines, ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid third Part of the ſaid Manors, Capital Meſſuage, Meſſuages, Lands, Tenements, and other the Premiſſes, by or between the ſaid Parties to theſe Preſents,

The Parties.

The Intent.

The Covenant by Huſband and Wife

to levy a Fine *come ceo,*

of a third Part of Manors, *&c.*

an Advowſon.

General Words.

The Uſes declared.

ſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be judged, deemed, conſtrued and taken, and ſo are and were meant and intended, and are hereby declared by all the ſaid Parties to theſe Preſents, to be and enure, and the Conuzee and Conuzees in the Fine or Fines named or to be named, and his and their Heirs ſhall ſtand and be ſeiſed thereof and of every Part thereof, to and for ſuch Uſes, Intents and Purpoſes, and upon ſuch Truſts as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, To the Uſe and Behoof of the ſaid *Abel Awl* and his Aſſigns, for and during the Term of his natural Life; and from and after his Deceaſe, then to the Uſe of the ſaid *John Jones* and *Lewis Jones*, and their Heirs; upon this ſpecial Truſt and Confidence nevertheleſs, that they the ſaid *John Jones* and *Lewis Jones*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhall and do convey and diſpoſe of the ſaid third Part of the ſaid Manors, Meſſuages, Lands, Hereditaments and other the Premiſſes, unto ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, Uſes, Intents and Purpoſes, and in ſuch Parts and Proportions, and ſubject to ſuch annual or other Charges and Payments, in ſuch Manner or Form, with or without Power of Revocation, as the ſaid *Eve* Wife of the ſaid *Abel Awl*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, ſhall from Time to Time by any Writing or Writings under her Hand and Seal, by her to be duly executed in the Preſence of three or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, direct, limit or appoint; And in Default of ſuch Direction, Limitation or Appointment, and in Caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, To and to the Uſe of the ſaid *Eve*, her Heirs and Aſſigns for ever; and to, for or upon no other Uſe, Intent or Purpoſe whatſoever. In Witneſs, *&c.*

To the Huſband for Life, then to Truſtees to convey,

as the Wife ſhall direct;

if no Direction to the Uſe of her and her Heirs.

Sheriff and Under-Sheriff.

No. 1. *A Special Deed of Covenants between the Sheriff of* Middleſex, *and the Under-Sheriff, with his four Sureties, being chiefly a Deed of Indemnity to the Sheriff.*

THIS Indenture made the tenth Day of *September* in the fifth Year of the Reign of our Sovereign Lord *George*, by the Grace of God, of *Great Britain*, *France* and *Ireland* King, Defender of the Faith, *&c.* *Anno Domini* 1718. between Sir *Abel Aſton*, Knight and Alderman, and Sir *Barnaby Brown*, Knight, of the one Part, and *Charles Carr* of *Furnival's Inn*, *London*, Gent. Sir *David Dent* of *London*, Knight and Alderman, Sir *Edmund Eades* of the ſame, Knight and Baronet and Alderman, *Francis Foot* of *London*, Eſq; and *George Glynne* of *London*, Gent. of the other Part, witneſſeth, that the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* being elected and choſen, and having taken upon them the Office of the Sheriff of the County of *Middleſex* for one whole Year now next enſuing, of the aſſured Hope and Truſt that they the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* have, that the ſaid *Charles Carr* will take Care that the Office of Under-Sheriff be honeſtly, uprightly, duly and ſufficiently diſcharged, of and in the ſaid County of *Middleſex*, and the ſaid Sheriff ſhall be freed and diſcharged from all Charges whatſoever; and for the Conſiderations hereafter in theſe Preſents mentioned, have been pleaſed and content to depute, ordain, conſtitute and make, and by theſe Preſents do depute, ordain, conſtitute and make the ſaid *Charles Carr* to be their Under-Sheriff of the ſaid County of *Middleſex*, for the ſame Term and Time, and ſo long as they or or either of them ſhall continue in the ſaid Office. And the ſaid Sir *Abel*

The Parties.

The Motives, *&c.* to the Sheriff of *Middleſex* to appoint,

and the Appointment of an Under-Sheriff,

Aſton and Sir *Barnaby Brown*, the more effectually to impower the ſaid *Charles Carr* to execute the ſaid Office of Under-Sheriff of the ſaid County of *Middleſex*, have, and each of them hath as much as in them lieth, and they lawfully may, authorized, conſtituted, deputed and appointed, and do and each of them doth authorize, conſtitute, depute and appoint him the ſaid *Charles Carr*, and all and every ſuch Clerk and Clerks as he ſhall employ and appoint in the ſaid Office of Under-Sheriff, by Writing under his Hand and Seal in the Name of them the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* as Sheriff of the ſaid County of *Middleſex*, and at or upon the Requeſt of any Plaintiff or Plaintiffs, to ſign, ſeal, execute, and as their Act and Deed deliver all and every Aſſignment and Aſſignments of any Bail-Bond or Bail-Bonds that ſhall or may at any Time or Times hereafter during their Shrievalty be taken in their Name as Sheriff of the ſaid County of *Middleſex*, from any Defendant or Defendants, by Virtue of any Writ, Precept, Proceſs or Mandate whatſoever which ſhall be directed to them for the Execution thereof: In Conſideration whereof, and for other good Cauſes and Conſiderations them thereunto moving, they the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne*, for themſelves jointly and ſeverally, and for their reſpective Heirs, Executors and Adminiſtrators, do and every of them doth covenant, promiſe and grant, to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, their Executors and Adminiſtrators, by theſe Preſents, that he the ſaid *Charles Carr* ſhall well, truly, honeſtly and ſufficiently, by and during the ſaid Term and Time, and ſo long as the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them ſhall continue in the ſaid Office of Sheriff of the ſaid County of *Middleſex*, execute and duly perform the ſaid Office of Under-Sheriff of the ſaid County, and carefully, well and honeſtly demean and behave himſelf therein; and ſhall during the ſaid Time and Term, well, truly, honeſtly and ſufficiently execute all and every Writ and Writs, Proceſs and Proceſſes, Warrant and Warrants, Precept and Precepts, Mandate and Mandates, directed or to be directed from our Sovereign Lord the King, and from and out of all and every or any of his Majeſty's Courts at *Weſtminſter*, or other Courts elſewhere, or otherwiſe from any Commiſſioner or Commiſſioners, Juſtice or Juſtices of the Peace, or other Perſon or Perſons, Officer or Officers which have or ſhall have Authority thereunto, to the ſaid Sheriff of the County of *Middleſex*, which during the ſaid Time and Term ſhall be or to be executed; and of the ſame and every of them, in all due, fit and convenient Time, ſhall make true and ſufficient Returns, at the ſeveral Days, Times and Places, according as the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* by the ſaid Writs, Warrants, Precepts, Mandates, or any of them, is or ſhall be required, limited or appointed; and ſhall alſo by the ſaid Term and Time, and at all Times afterwards, ſave, keep harmleſs and indemnified the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, and either of them, their and either of their Heirs, Executors and Adminiſtrators, and their and either of their Goods and Chattels, Lands, Tenements, Hereditaments and Eſtates, and every Part and Parcel thereof, of and from all and all Manner of Action and Actions, Cauſe and Cauſes of Action, Suits, Fines, Amerciaments, Pains, Sum and Sums of Money, Penalties, Contempts, Forfeitures, Judgments, Executions, Damages, Coſts and Loſſes, and of and from all and every other Troubles, Charges and Incumbrances whatſoever that ſhall or may happen, ariſe, grow or be unto, or ſhall be aſſeſſed, impoſed, ſet or taxed upon or againſt the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, or upon the Sheriff of *Middleſex*, at any Time or Times, for or by Reaſon of the not executing, or returning, or miſreturning, or the not due returning, or executing, or miſreturning of any of the ſaid Writ or Writs, Proceſs or Proceſſes, Warrant or Warrants, Precept or Precepts, Mandate or Mandates; and without any Trouble, Coſts, Charges, Damages or Expences therefore to be ſuſtained, incurred or expended by the ſaid Sir *Abel Aſton* or Sir *Barnaby Brown*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, in, about, for, touching or concerning the ſame; and ſhall from Time to Time and at all Times hereafter, give Notice unto the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, of all and every Writ and Writs that ſhall be ſued or brought againſt them or either of them, that ſhall come to the ſaid *Charles Carr* or any his Deputy Clerk or Servants, or whereof he the ſaid *Charles Carr* ſhall himſelf have any Notice; and ſhall not appear or cauſe an Appearance to be made upon any

Power to him and his Clerks

in the Sheriffs Name to aſſign Bail-Bonds.

The Under-Sheriff and four Sureties covenant that the Under-Sheriff ſhall duly execute the Office.

and ſave harmleſs the Sheriff, &c.

with Reſpect to the ſame,

and Coſts, &c.

and give Notice of Writs brought againſt the Sheriff, &c.

and not appear thereto without Allowance

and not to return any Writ, &c.

Writ or Action that ſhall be brought againſt the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, without the Privity or Allowance of them the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or ſuch of them againſt whom any Writ ſhall be brought. And the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne*, for themſelves jointly and ſeverally, and for their reſpective Heirs, Executors and Adminiſtrators, do hereby covenant, promiſe and grant, to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, their Executors and Adminiſtrators, by theſe Preſents in Manner and Form following; (that is to ſay) that the ſaid *Charles Carr*, or his Deputy or Deputies, Clerk or Clerks, or any other Perſon or Perſons for or under him or them, or any of them, or in the Name or Names of them or any of them, ſhall not at any Time or Times hereafter, during the ſaid Term or Time, make or cauſe to be made any Return or Returns of or to any Writ or Writs, Proceſs or Proceſſes, Precept or Precepts, Warrant or Warrants, Mandate or Mandates whatſoever, touching or in any wiſe concerning the Liberties or Franchiſes of the City of *London*, in the Name or Names of the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them as Sheriff of the County of *Middleſex*, without timely acquainting them the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* therewith, and taking and purſuing juſt and lawful Directions therein, if they upon or after ſuch Notice ſhall in due Time give ſuch Directions therein: And alſo that they the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne*, or ſome of them, their or ſome of their Executors or Adminiſtrators, ſhall and will at all Times hereafter acquit and diſcharge, or otherwiſe well and ſufficiently ſave, keep harmleſs and indemnify the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, and either of them, their and either of their Heirs, Executors and Adminiſtrators, and their and either of their Goods and Chattels, Lands, Tenements and Eſtate, of and from all and every Suits, Charges, Loſſes, Payments, Damages, Expences, Fines and Hindrances whatſoever, that ſhall or may at any Time during the ſame Time they ſhall continue in the ſaid Office, or at any Time then after, ariſe, happen, grow or come unto or againſt the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, or either of their Executors or Adminiſtrators, Goods, Chattels, Lands or Tenements, for or by Reaſon of any Reſcue or Reſcues, Eſcape or Eſcapes, or letting any Priſoner or Priſoners voluntarily and negligently to go at large or eſcape, or for not taking ſufficient Bond or Bonds, with ſufficient and good Securities, of or for Perſons arreſted or to be arreſted, or of or for Priſoners bailable, or refuſing to accept of Bond or Bonds in ſuch Manner as is by Law required of any Perſon or Perſons arreſted or to be arreſted for any Matters or Cauſes for which he or they ſhall or ſhould be bailed by Law, or for the making or making amiſs, or not due making of all or any Aſſignment of all or any Bail-Bond or Bail-Bonds, or for putting any Warrant or Warrants of Attorney in any of the Courts of Record at *Weſtminſter*, or elſewhere, or for or by Reaſon of any Act, Negligence, or Misfeazances, or Nonfeazances, Abuſes, Miſdemeanors, Commiſſion or Commiſſions, Omiſſion or Omiſſions, Default, Delay or Contempt, or for or by Reaſon of any Matter, Cauſe or Thing that ſhould or ought at any Time, in any Kind whatſoever to be done or performed by the ſaid *Charles Carr* as Under-Sheriff of the ſaid County of *Middleſex*, or by any of his Deputy or Deputies, Clerk or Clerks, Bailiff or Bailiffs, Servant or Servants, or by Reaſon of his or their not doing, over-doing or neglecting his or their Duty or Duties concerning the ſaid Office, or for or in Reſpect of any Cauſe, Matter or Thing whatſoever hereafter to be done, or omitted to be done by them, or any of them. And the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne* for themſelves and every of them jointly and ſeverally, and for their reſpective Heirs, Executors and Adminiſtrators do, and every of them doth covenant, promiſe and grant to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, their Executors and Adminiſtrators, by theſe Preſents, in Manner and Form following; (that is to ſay) That the ſaid *Charles Carr* ſhall from Time to Time, and at all Times as ſoon as conveniently may be, during the ſaid Time and Time, and until the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* ſhall be duly diſcharged from the ſaid Office, deliver or cauſe to be delivered to the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or one of them, a true Account or Inventory in Writing of all Extents and Judicial

touching the Franchiſes of *London* in the Name of the Sheriff without Notice, and purſuing lawful Directions therein;

and that the Under-Sheriff and his Sureties will indemnify the Sheriff, &c.

with Reſpect to Reſcues, Eſcapes,

refuſing Bail,

undue Aſſignments, &c. of Bail-Bonds, putting in Warrants of Attorney, Neglects, Nonfeazance, Misfeazance, Contempts, &c.

and to deliver to the Sheriff a true Account of judicial Proceſſes, &c.

Writs

Writs or Proceſs whatſoever, that ſhall come to his Hand, or ſhall by him or his Agent or Agents, Clerk or Clerks, Deputy or Deputies, or any Perſon or Perſons for, by or under him, be executed, with the Teſte and Return of the ſame; and the Sum of Money therein ſpecified, and the Perſon or Perſons againſt whom ſuch Writ or Writs, Proceſs or Proceſſes ſhall be iſſued, and the Perſon or Perſons for whom all, every or any ſuch Writ or Writs, Proceſs or Proceſſes ſhall be iſſued, and what is done upon all, every or any ſuch Writ or Writs, Proceſs or Proceſſes: And that the ſaid *Charles Carr* ſhall, within the Space of ten Day next after any Levy or Receipt by him or any of his Deputies ſhall be made of any Sum or Sums of Money upon or by Virtue of ſuch Extents or Judicial Writ or Writs, Proceſs or Proceſſes, pay or cauſe to be paid the ſaid Sum or Sums of Money to the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or one of them, or to ſuch Perſon or Perſons as they ſhall from Time to Time nominate and appoint to receive the ſame; they the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or one of them, giving a Note or Receipt in Writing under his or their Hands, teſtifying the Receipt of ſuch Sum or Sums of Money as ſhall be by them or either of them received: And that it ſhall be in the Power of the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, (notwithſtanding any Thing in theſe Preſents) upon Complaint to them made of the Miſcarriage of any Bailiff within the ſaid County of *Middleſex*, in the Duty of his Place, to put out, diſcharge and diſplace any ſuch Bailiff from his further Employment as Bailiff for ſo much of the ſaid Time as ſhall be then to come. And the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne*, for themſelves jointly and ſeverally, and for their reſpective Heirs, Executors and Adminiſtrators, and for every of them, do hereby covenant, promiſe and grant to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, their Executors or Adminiſtrators, in Manner and Form following; (that is to ſay) That the ſaid *Charles Carr* ſhall and will from Time to Time, and at all Times hereafter, give due Notice to the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* of all ſuch perſonal Attendance as ſhall be from Time to Time required or requiſite to be made by the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, in the County of *Middleſex*, as Sheriffs of the ſaid County, and be attending upon and aſſiſting to the ſaid Sheriff, wherein ſuch perſonal Attendance ſhall be required; and that the ſaid *Charles Carr* ſhall be aiding and aſſiſting to the raiſing and levying ſuch Force of Men, Horſe and Arms within the ſaid County of *Middleſex* as the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* ſhall be enjoined to raiſe and levy; and ſhall from Time to Time, and at all Times as Occaſion ſhall be and require, give his perſonal Attendance upon the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, and either of them, for the doing, performing and executing of all ſuch Thing and Things as ſhall be requiſite on that Behalf: And further, that the ſaid *Charles Carr* ſhall, during the ſaid Term and Time, well, truly and faithfully do, execute and perform all and every Act and Acts, Matter, Thing and Things whatſoever incident or belonging to the ſaid Sheriff as Under-Sheriff of the ſaid County of *Middleſex*; and to the utmoſt and beſt of his Means, Skill and Power, ſhall and will well and truly levy, collect and gather all and ſingular ſuch Sum and Sums of Money, Forfeitures, Profits and Demands as do in any wiſe concern or belong to the Shrievalty or Sheriff of the ſaid County of *Middleſex*; and alſo all Poſt-Fines, Fines *pro Licentia Corcondandi*, Seiſures, Fee-Farm Rents, Pipe-Silver, Exchequer-Silver, Extract of all Goods of Traytors, felonious Perſons, Outlaws, and all and every Sum and Sums of Money, Forfeitures, Extracts and Demands whatſoever as ſhall be at any Time or Times extracted, charged or impoſed for the Uſe of our Sovereign Lord the King, his Heirs and Succeſſors, or for or by any reaſon of any Extracts of Writs, Proceſs of Green Wax, and otherwiſe directed out of the Court of Exchequer or Crown-Office, or any of the Courts of Record at *Weſtminſter* or elſewhere, and commanded, directed and appointed by the ſaid Sheriff of the ſaid County of *Middleſex*; and of the ſame and every of them, and of every Part thereof, ſhall in due Time, from Time to Time, make a juſt and true Account, and due Satisfaction and Payment thereof to the Uſe of our Sovereign Lord the King, his Heirs and Succeſſors, into the Receipt of the Exchequer, by Tally or Tallies, in due Form, or into other Courts, as the Caſe ſhall require; and alſo ſhall take out of the Pell-Office a *Conſtat* of every ſuch Payment and Tally ſtricken, and ſhall likewiſe take

and to pay Moneylevied, &c.

to the Sheriff, &c.

but to have a Receipt for the ſame; And that the Sheriff, upon Complaint of Miſcarriage of any Bailiff, may diſplace him.

The Under-Sheriff to give Notice to the Sheriff of all requiſite perſonal Attendances, and to aſſiſt there, and to the raiſing of the *Poſſe*, &c.

and ſhall do all Things incident to the Office,

and to levy Forfeitures, &c. Poſt-Fines, &c.

for the King,

and duly account and pay the ſame,

cut

and take out *Conſtats* of ſuch Payments, and Acquittances, and deliver the ſame, &c. and indemnify the Sheriff againſt the King,

out and obtain all other Acquittances meet and neceſſary for the Manifeſtation of any ſuch Payment, as the Caſe ſhall require; and all and every ſuch *Conſtats* and Acquittances ſhall and will from Time to Time deliver unto the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or one of them, within ſix Days after every or any ſuch Payment; and ſhall alſo from Time to Time from henceforth keep harmleſs and indemnified the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, and either of them, their and either of their Heirs, Executors and Adminiſtrators, and every of their Goods and Chattels, Lands, Tenements and Eſtate from and againſt our ſaid Sovereign Lord the King, his Heirs and Succeſſors, of and from the ſame and every of them, and every Part and Parcel thereof. And moreover, that the ſaid *Charles Carr*, his Executors, Adminiſtrators and Aſſigns, ſhall and will, at his and their own proper Coſts and Charges, in and by all Things join with the Secondaries for the Time being for both the Compters in *London*, and with all other Clerks appointed or to be appointed by the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, as Sheriffs of the City of *London*, for the ſupplying of the ſaid Office of Under-Sheriffs of *London*, commonly called by the Name of Secondaries of the Compters of *London*, or the Sheriffs Clerks, for the orderly and duly Proceeding for the paſſing the Accounts for *London* and *Middleſex* in one Account, agreeable to the Statute or Statutes in that Behalf made and provided touching Sheriffs Accounts, and ſhall and will, without Delay, jointly proceed in the ſaid Accounts in one, as well in the Particular thereof, with the Auditor and Auditors aſſigned to take the ſaid Accounts, as alſo in paſſing thereof in one by the like Agreement and Conſent; and alſo in the Declaration thereof before the Barons of the ſaid Court of Exchequer, and before any other Perſon or Perſons to be thereunto authorized; and being ready for the Declaration thereof, ſhall alſo, at the like proper Coſts and Charges of the ſaid *Charles Carr*, procure the ſaid Auditor and Auditors to attend ſome of the Barons to take the ſaid Declaration, and to make the uſual Allowances of the ſaid Accounts for ſo much thereof as appertains to the ſaid Sheriff or County of *Middleſex*, and alſo to ſubſcribe the whole Accounts of *London* and *Middleſex*, and the Duplicate thereof, to the End that one Part thereof, which ſhall be the Charge remaining with our ſaid Sovereign Lord the King, and the Lord Treaſurer and Commiſſioners of the Treaſury, and Remembrancers of the Exchequer may be anſwered with the other Part and Duplicate thereof ſo ſubſcribed by ſome of the Officers of the Exchequer for the ſaid Sheriff; all which ſhall be ſolicited and followed to be got, and ſhall be got, finiſhed and effectually perfected by the ſaid *Charles Carr*, at his own proper Coſts and Charges, for ſo much thereof as ſhall concern the ſaid County of *Middleſex*, and in all Offices and Places through which the ſame ought duly to paſs; and that the ſame ſhall be performed and done with due Speed, and without Delay or unneceſſary Intermiſſion, and ſhall be drawn and brought to the Pipe-Office in that due Time which the Statute hath ordained, concerning Sheriffs Accounts, as by the Statute or Statutes in that Behalf is limited and appointed; and likewiſe be diſpatched from the Pipe-Office with convenient Expedition; and on or before the twenty-ninth Day of *September* which ſhall be in the Year of our Lord 1720. procure a ſufficient Diſcharge and formal *Quietus eſt* in due Form of Law, at the proper Coſts and Charges of the ſaid *Charles Carr*, for ſo much of the ſaid Accounts as ſhall concern the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* as Sheriff of the ſaid County of *Middleſex* as aboveſaid, their Heirs, Executors and Adminiſtrators, and every of them, ſo that their and either of their Lands, Tenements, Goods, Chattels and Eſtates may at all Times hereafter ſtand free and clear from all Damages, Charges or Accounts, for or by Reaſon of the ſaid Office or Place of Sheriff of the ſaid County of *Middleſex*. And the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne* for themſelves jointly and ſeverally, and for their reſpective Heirs, Executors and Adminiſtrators, and every of them, do and doth hereby further covenant, promiſe and grant to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, their Executors and Adminiſtrators, by theſe Preſents, That the ſaid *Charles Carr*, at his own proper Coſts and Charges, ſhall defray, bear, pay and lay out all ſuch Charges, of what Nature ſoever as have been heretofore laid out by any Under-Sheriff of the ſaid County of *Middleſex*, and at the Seſſions held at the *Old Bailey* within the City or *London*, at his own proper Coſts and Charges defray, bear and lay forth all

and at his own Coſts join with the Secondaries of the Counters in *London*, &c.

for paſſing the Accounts of *London* and *Middleſex* in one Account, &c.

and diſpatch the ſame by a Day certain,

and procure a *Quietus*,

with Reſpect to *Middleſex* and indemnify the Sheriff,

and ſhall bear uſual Charges,

particularly at Seſſions at the *Old Bailey*,

all Charges whatſoever which are or ſhall be expended at the ſeveral Seſſions held in the ſaid County of *Middleſex*, at any Time or Times during the ſaid Term or Time for which the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, ſhall continue to be Sheriff of the ſaid County of *Middleſex*; and ſhall and will free, diſcharge and ſave harmleſs the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, and either of them, their and either of their Heirs, Executors and Adminiſtrators of and from the ſame; And that the ſaid *Charles Carr* ſhall, at his own proper Coſts and Charges, defray, bear, pay and lay forth all Charges and other Expences whatſoever that are or ought to be laid forth or diſburſed in, for or about the Executing and Puniſhing of all and every Traytors, Felons, and all other Perſons whatſoever that are or ſhall be attainted or condemned for Treaſon or Felony, or Perſons adjudged to be whipt, ſet upon the Pillory, or otherwiſe to be puniſhed according to Law, whenſoever or howſoever, in the ſaid County of *Middleſex*; and of ſuch Priſoners, as ſhall be from Time to Time convicted and attainted, ſhall and will make, or cauſe to be made, due Execution, according to the Judgment or Sentence againſt every of them to be pronounced, at any Time or Times during the ſaid Time or Term. And alſo the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynn* for themſelves jointly and ſeverally, and for their reſpective Heirs, Executors and Adminiſtrators, and for every of them, do and every of them doth covenant, promiſe and grant to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, their Executors and Adminiſtrators, by theſe Preſents, in Manner and Form following; (that is to ſay) That the ſaid *Charles Carr*, or any of his Deputy or Deputies, Clerk or Clerks, Bailiff or Bailiffs, or any other Officer or Officers that ſhall be employed, retained, admitted, appointed or permitted by or under the ſaid *Charles Carr*, at any Time or Times during the ſaid Term or Time, ſhall not, without the ſpecial Conſent of the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, in that Behalf obtained in Writing under their Hands, detain or keep above the Space of twenty-four Hours in their or any of their Cuſtody, Houſe, Room or Chamber, or in any other Houſe, Room, Chamber or Place whatſoever, any Priſoner or Priſoners by him, them or any of them arreſted, or to be arreſted or taken within the ſaid County of *Middleſex*, for any Debt, Damage, Fine, Suit or Cauſe as aforeſaid, for or above the Value of 20*l.* of lawful Money of *Great Britain*, or for ſeveral or any Cauſe or Cauſes together exceeding the ſaid Sum of 20*l.* but the ſame Priſoner, and every of them ſo arreſted and taken for above the ſaid Sum of 20*l.* ſhall forthwith and without Delay commit, or cauſe to be commited to the Gaol or Priſon of *Newgate*, or ſome other known or common Gaol or Priſon appointed for ſuch Purpoſe for the ſaid County of *Middleſex*, there to remain until ſuch Priſoner or Priſoners ſhall be diſcharged by due Courſe of Law; or ſhall otherwiſe let to Bail all and every ſuch Priſoner and Priſoners, upon good and ſufficient Sureties and Bail, according to the Form of the Statute in that Caſe made, if ſo be the Law ſhall require and warrant the ſaid Sheriff, or the ſaid *Charles Carr* Under-Sheriff of the ſaid County of *Middleſex*, to let to Bail any ſuch Priſoner or Priſoners, and no otherwiſe. And that the ſaid *Charles Carr* ſhall well and truly, faithfully, providently, circumſpectly and diligently do, perform, execute and accompliſh all and ſingular Acts, Matters and Things which to the ſaid Office of Sheriff or Under-Sheriff of the ſaid County of *Middleſex*, during the ſaid Term and Time that the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* ſhall continue in the ſaid Office, do and ſhall appertain, belong or ought to be by the ſaid *Charles Carr* performed or accompliſhed. And alſo that the ſaid *Charles Carr*, and all and every his Bailiffs, Clerks, Servants and Miniſters, to the utmoſt of his and their and every of their Power, and as much as in him, them, or any of them is or ſhall be, all and ſingular the Liberties and Franchiſes to the Lord Mayor, Commonalty and Citizens of the ſaid City of *London*, and to the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* as Sheriffs of *London*, or Sheriffs of the ſaid County of *Middleſex* belonging or appertaining, ſhall well and truly obſerve, perform, maintain and keep in all Places within the ſaid County of *Middleſex*; and ſhall not, ſo far as in the Power of the ſaid *Charles Carr* ſhall be, permit or ſuffer the ſaid Liberties, Franchiſes, or any of them, to be broken, infringed or violated in any wiſe. And further, the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne* for themſelves jointly and ſeverally, and for their reſpective Heirs, Executors and Adminiſtrators,

and indemnify the Sheriff therefrom,

and ſhall bear Charges of executing, &c. Criminals,

and ſhall execute them, &c.

and that he or his Clerks, Bailiffs, &c. ſhall not,

without the Sheriff's Conſent, keep Priſoners in their Cuſtody above twenty-four Hours,

but commit them to the common Gaol,

or bail them;

and well to execute the Office,

and that he, his Bailiff, &c. ſhall maintain the Franchiſes, &c. of *London*,

and for every of them do, and every of them doth covenant, promiſe and grant to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, their Executors and Adminiſtrators, by theſe Preſents, in Manner and Form following; (that is to ſay)

and ſhall perform the Condition of a Bond given by the Sheriff to the King.

That the ſaid *Charles Carr* ſhall and will duly and juſtly perform, execute and keep all ſuch Articles and Matters whatſoever which are contained, mentioned and expreſſed in the Condition of the Bond or Recognizance which the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, with Sureties, have or hath or ſhall enter into and acknowledge, to the Uſe of our Sovereign Lord the King, in his Majeſty's Court of Exchequer, concerning the ſaid Office of Sheriff of *Middleſex*; ſave only ſuch as do neceſſarily require the perſonal Attendance of the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them.

Exception.

Covenant by the Sheriff, that Covenants, &c. from Bailiffs, Debtors, &c.

And the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* do covenant, promiſe and grant by theſe Preſents, for themſelves and either of them, their or either of their Heirs, Executors and Adminiſtrators, to and with the ſaid *Charles Carr*, his Executors and Adminiſtrators, that all and every the Covenants, Obligation and Obligations taken or to be taken in the Name of the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* as Sheriff of the ſaid County of *Middleſex*, either of or from the ſeveral Bailiffs in their Places, or of or from any Perſon or Perſons arreſted or to be arreſted within the ſaid County of *Middleſex*, within the ſaid Time that they or either of them ſhall continue in the ſaid Office, by Virtue of any Writ, Precept or Mandate whatſoever (ſo nevertheleſs as the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, their and either of their Heirs, Executors and Adminiſtrators ſhall be ſecured, kept harmleſs and indemnified by the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne*, their or ſome of their Executors or Adminiſtrators, for, touching or concerning the ſaid Office of Sheriff),

ſhall be to the Uſe of the Under-Sheriff,

ſhall be to the only proper Uſe and Behoof of the ſaid *Charles Carr*, his Executors and Adminiſtrators, for his and their better Security, and ſaving harmleſs of and from any Damages, Loſſes, Troubles or Expences that ſhall or may grow, come or happen to him or them by Reaſon of the Miſdemeanors or Negligences of any of the ſaid Bailiffs, or any other Perſon or Perſons arreſted or to be arreſted for or by Reaſon of his or their Non-Appearance, or otherwiſe howſoever or whatſoever.

and that, at his own Charges, he may ſue the ſame,

And that the ſaid *Charles Carr*, his Executors and Adminiſtrators, performing the Covenants and Agreements herein contained on his and their Parts to be performed, ſhall and may, at his and their own proper Coſts and Charges, ſue the ſaid Covenants and Obligations in the Names of the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, their Executors or Adminiſtrators, or the Executors or Adminiſtrators of the Survivor of them, by Virtue of theſe Preſents, and receive, take and enjoy to the proper Uſe and Behoof of the ſaid *Charles Carr*, his Executors, Adminiſtrators and Aſſigns, all ſuch lawful Benefit and Recompence as ſhall ariſe or come upon or by Reaſon of the ſaid Covenants, Obligations and Suits, and every or any of them in any Manner or Wiſe, as they the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, their or either of their Executors or Adminiſtrators, might lawfully and equitably have done, if theſe Preſents had not been made.

he and his Sureties indemnifying the Sheriff from Coſts of Suit, &c.

Provided nevertheleſs, and ſo that the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne*, their Executors, Adminiſtrators and Aſſigns do always indemnify and ſave harmleſs the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, and either of them, their or either of their Heirs, Executors or Adminiſtrators, and their and either of their Goods, Chattels, Lands, Tenements and Eſtates of and from all and all Manner of Coſts, Damages and Sums of Money whatſoever, which may in any wiſe be awarded, adjudged, ordered, decreed or recovered againſt the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, or either of their Executors or Adminiſtrators, by Reaſon, Means or Occaſion of the Putting in Suit as aforeſaid any of the aforeſaid Covenants or Obligations by the ſaid Under-Sheriff, his Executors, Adminiſtrators or Aſſigns, in the Name or Names of the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, or either of their Executors or Adminiſtrators; which they the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne* do hereby for themſelves, their Executors and Adminiſtrators jointly and ſeverally covenant to do.

And that he may enjoy the Office, &c.

And alſo that it ſhall and may be lawful to and for the ſaid *Charles Carr*, he obſerving and performing the Covenants and Agreements herein contained, on his Part to be performed, to have and enjoy the ſaid Office of

of Under-Sheriff of the ſaid County of *Middleſex*, and to keep all and ſingular Courts, Tourns, Leets and County Courts for the ſaid Time, at the Times and Places duly appointed for the ſame, according to the Laws and Statutes of the Realm, and the Cuſtoms and Uſages of the ſaid County of *Middleſex*. And in ſuch Caſe as aforeſaid, They the ſaid *Abel Aſton* and Sir *Barnaby Brown*, as far as they lawfully may without any Breach or Infringement of their Duty as Sheriff of the ſaid County of *Middleſex*, do covenant, promiſe and grant, that the ſaid *Charles Carr* ſhall and may have and take all lawful Fees, Dues, Profits and Commodities that ſhall or may be lawfully had, gotten, received or become due unto the ſaid Sheriff, by Virtue or Means of the ſaid Office of Sheriff of the ſaid County of *Middleſex*; to the proper Uſe of him the ſaid *Charles Carr*, without the Contradiction or Denial of the ſaid Sir *Abel Aſton* or Sir *Barnaby Brown*, or either of them, or either of their Executors or Adminiſtrators, or without any Account thereof to be to him or them given. And the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne* for themſelves jointly and ſeverally, and for every of them, their Heirs, Executors and Adminiſtrators do, and either of them doth covenant, grant and agree to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, their Executors and Adminiſtrators, that they the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne*, and every of them, their and every of their Heirs, Executors and Adminiſtrators ſhall and will, from Time to Time, and at all Times from henceforth ſave, keep harmleſs and indemnified them the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, and each of them, their and each of their Executors and Adminiſtrators, of and from all and all Manner of Action and Actions, Cauſe and Cauſes of Action, Suits, Troubles, Fines, Amerciaments, Pains, Penalties and Forfeitures, Defaults and all other Matters and Things whatſoever relating to the ſaid Office of Sheriff of the ſaid County of *Middleſex*; excepting only what ſhall happen by the perſonal Default, Negligences or Omiſſions of them the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, their or either of their proper Acts. Provided nevertheleſs, That it ſhall and may be lawful to and for the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, at any Time during the ſaid Term and Time, or Continuance of the ſaid Office of Under-Sheriff, at their Wills and Pleaſures to command the ſaid *Charles Carr*, his Deputy or Deputies, Clerk or Clerks, to attend them the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, with the Freeholders Book, being the Book wherein the Freeholders Names of the ſaid County of *Middleſex* are inſerted and entred; And that the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, at their like Wills and Pleaſures, ſhall and may from Time to Time nominate and return ſuch Juror and Jurors, Inqueſt and Inqueſts, to be returned and empanelled as Jurors, to enquire and ſerve in any of his Majeſty's Court or Courts in *Weſtminſter* Hall, or before any other of his Majeſty's Court or Courts, Commiſſioner or Commiſſioners of Oyer and Terminer, Gaol-Delivery, Commiſſion of the Peace, and all and every other Perſon and Perſons having lawful Authority, to command the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* as Sheriff of the ſaid County, to cauſe to come before them, or any of them, any Juror or Jurors, Inqueſt or Inqueſts whatſoever, to ſerve for or in the County of *Middleſex*. And the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne* do for themſelves jointly and ſeverally, and for their reſpective Heirs, Executors and Adminiſtrators covenant and promiſe to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, and either of them, their and either of their Executors and Adminiſtrators, by theſe Preſents, That he the ſaid *Charles Carr* ſhall and will, from Time to Time, ingroſs, impanel and return, or cauſe to be ingroſſed, impanelled or returned and ſummoned, ſuch Juror and Jurors, Inqueſt and Inqueſts ſo from Time to Time to be nominated and appointed to be returned by the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, with their Names ſubſcribed to ſuch Return, and none other, together with the Proceſs to them directed in that Behalf; and ſhall and will always, on Notice, attend with the ſaid Freeholders Book on them the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, and permit and ſuffer them, or either of them, to nominate and return ſuch Juror or Jurors, Inqueſt and Inqueſts in Manner aforeſaid; any Thing in theſe Preſents contained to the contrary thereof notwithſtanding. And further, that the ſaid *Charles Carr*, or any his

and may take all lawful Fees, &c.

The Under-Sheriff and his Sureties covenant

to indemnify the Sheriff from Suits, &c. relating to the Office,

except for perſonal Defaults, &c.

Proviſo, that the Sheriff may command Attendance of Under-Sheriff, &c. with Freeholders Book,

and may return Jurors.

And the Under-Sheriff

is to ingroſs, impanel, &c. ſuch Jurors, &c.

and is not to impanel Jurors to try Traytors, without the Sheriff's Approbation.

his Deputy, Clerks or Servants, ſhall not at any Time or Times, during the ſaid Term or Time which the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, ſhall continue to be Sheriff of the ſaid County of *Middleſex*, ingroſs, return, impanel, or cauſe to be ingroſſed, returned and impanelled any Inqueſt or Jury for the Trying any Traytor or Traytors, without the Approbation of the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* firſt had and obtained. Provided further, That it ſhall and may be lawful to and for the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, at any Time or Times during the ſaid Time or Term, or Continuance of the ſaid Office of Under-Sheriff, at their Wills and Pleaſures, to prohibit and forbid the ſaid *Charles Carr*, his Deputy or Deputies, Clerk or Clerks, by a Note in Writing under their Hands, from opening, ſending or returning any Writ or Writs, Precept or Mandate that ſhall be directed to the Sheriff of *Middleſex*, for the Electing of any Member or Members to ſerve in Parliament in or for the ſaid County, to the End the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or one of them, may perſonally and duly open, ſend, execute and return the ſame: And in ſuch Caſe the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne* do hereby jointly and ſeverally covenant and promiſe to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, and either of them, and either of their Executors and Adminiſtrators, that he the ſaid *Charles Carr* ſhall not open, ſend, execute or return any ſuch Writ or Writs, Precept or Mandate, without the ſpecial Direction of the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* firſt had and obtained in Writing, whereby to hinder or prevent the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* from opening, ſending, returning or executing any ſuch Writ or Writs in their own Perſons. Provided always, and it is the true Intent and Meaning and Agreement of the ſaid Parties to theſe Preſents, that if the ſaid *Charles Carr* ſhall not well, honeſtly and carefully demean and behave himſelf in the ſaid Office of Under-Sheriff of the ſaid County of *Middleſex*, in all Buſineſs, Matters and Things thereunto belonging, to the good Liking and Approbation of the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* or either of them, that then and from thenceforth it ſhall and may be lawful and free to and for the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, or the Survivor of them, to diſplace the ſaid *Charles Carr* out of the ſaid Office or Place of Under-Sheriff aforeſaid from thenceforth for and during all the Reſidue of the ſaid Term and Time hereby granted; any Thing in theſe preſent Indentures contained, or any other Matter whatſoever to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne*, for themſelves jointly and ſeverally, and for the reſpective Heirs, Executors and Adminiſtrators of them and every of them, do covenant, promiſe and agree to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, their Executors and Adminiſtrators, by theſe Preſents, that in Caſe of ſuch diſplacing the ſaid *Charles Carr* as aforeſaid, he the ſaid *Charles Carr*, his Executors and Adminiſtrators, ſhall and will deliver unto the ſaid *Abel Aſton* and Sir *Barnaby Brown* or one of them, or one of their Executors or Adminiſtrators, all and all Manner of Books belonging or relating to the ſaid Office, and all Writs, Bail-Bonds, Proceſs or Mandates, and other Things whatſoever relating to the ſaid Office which ſhall then be depending, or remain or be in the Hands, Cuſtody or Diſpoſing of the ſaid *Charles Carr*, or any of his Clerks, Bailiffs or Servants unexecuted, or not returned, whole, ſafe and uncancelled; and ſhall and will alſo pay and deliver to them the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or one of them, all ſuch Sum or Sums of Money, Goods and Chattels as ſhall be taken, paid or levied in Execution, or for the Uſe of the King's Majeſty, his Heirs or Succeſſors, by Virtue of the ſaid Office of Sheriff or Under-Sheriff of the ſaid County of *Middleſex*, within two Days next after Requeſt in ſuch Behalf to be made by the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown*, or either of them, their or either of their Heirs, Executors or Adminiſtrators. And laſtly, the ſaid *Charles Carr*, Sir *David Dent*, Sir *Edmund Eades*, *Francis Foot* and *George Glynne* for themſelves jointly and ſeverally, and for their reſpective Executors and Adminiſtrators, do hereby covenant, promiſe and grant to and with the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* and either of them, their and either of their Executors and Adminiſtrators by theſe Preſents, that the ſaid *Charles Carr* ſhall and will bear, pay and diſcharge all Rewards and Sums of Money payable or

Proviſo that the Sheriff may prohibit the Under-Sheriff, &c. to return Writs for Parliamentary Elections, that the Sheriff may do the ſame perſonally;

the Under-Sheriff not to do the ſame without ſpecial Direction.

Proviſo that for Miſdemeanour

he may be diſplaced by the Sheriff.

The Under-Sheriff and his Sureties covenant,

that in ſuch Caſe of diſplacing he will deliver up all Books, Bail-Bonds, &c.

and pay and deliver all Money, Goods, &c.

The Under-Sheriff, &c. covenants

or to be paid by the ſaid Sheriff of *Middleſex*, by Virtue of any Act or Acts of Parliament already made, or which at any Time or Times hereafter ſhall be made for apprehending and convicting any Perſon or Perſons for any Felony or Robbery committed on the King's Highway, or for Burglary or feloniouſly breaking and entring any Houſe in the Day-Time, or for counterfeiting, clipping and diminiſhing the Coin of this Kingdom, or for any other Matter or Thing that already is or ſhall hereafter by any Act or Acts of Parliament be impoſed on the ſaid Sheriff of *Middleſex* to pay; and indemnify the ſaid Sir *Abel Aſton* and Sir *Barnaby Brown* and either of them, their and either of their Executors and Adminiſtrators of and from the ſame. In Witneſs, *&c.*

that he will pay all Rewards, *&c.* for apprehending Robbers, *&c.*

and indemnify the Sheriff.

Surrender.

A Biſhop's Leaſe for three Lives being mortgaged for Years to a Truſtee for another; the Executors of the Truſtee, by Direction of Ceſtuy que Truſt, *ſurrender the Term to a Purchaſer of the Leaſe, in order to merge it; that he may ſurrender, and renew, one of the Lives being dropt. The Purchaſer covenants to renew, and make a new Demiſe after Renewal.* N° 1.

THIS Indenture tripartite made the ſixth Day of *May Anno Domini* 1718. and in the fourth Year of the Reign of our Sovereign Lord *George*, &c. between *Abel Aſh* of *Bidford* in the County of *Carmarthen*, Gent. and *Denzil Dun* of *Bidford* aforeſaid in the ſaid County of *Carmarthen*, (which ſaid *Abel Aſh* and *Denzil Dun* are Executors of the laſt Will and Teſtament of *Edmund Edge* late of *Fidham* in the ſaid County of *Carmarthen*, Gent. deceaſed) of the firſt Part, *George Gyles* of *Fidham* aforeſaid, Eſq; of the ſecond Part, and *Henry Hicks* of *Fidham* aforeſaid, Eſq; of the third Part. Whereas the Right Reverend Father in God *John* late Lord Biſhop of *Irrand*, by his Indenture under his Epiſcopal Seal, bearing Date the tenth Day of *June* which was in the Year of our Lord 1687, did demiſe, grant and to farm let, unto *John Joy* of *Kirkall* in the ſaid County of *Carmarthen*, Eſq; (ſince deceaſed) all that Parſonage of *Loke* in the County of *Montgomery*, and the Scite of the ſame Parſonage, together with all Houſes and Buildings to the ſaid Parſonage of *Loke* annexed or belonging, or therewith uſed or enjoyed within the Space of twenty Years then laſt paſt, and all Lands and Tenements, Meadows, Leaſows, Paſtures, Hedges, Ditches and Cloſures to the ſaid Parſonage appertaining; and alſo all Manner of Tithes of Corn, Wool and Lamb, and all other Tithes, Profits and Commodities to the ſaid Parſonage in any Manner or Wiſe appertaining or belonging, or therewith uſed, occupied or enjoyed; all which Premiſſes were then in the Occupation of the ſaid *John Joy*, and were then late in the Tenure of *Noah Hicks* of *Orwend* in the County of *Pembroke*, and *Ralph Hicks* of *Sim* in the ſaid County of *Montgomery*, Eſq; or their Aſſigns (except as therein is mentioned to be excepted); To hold unto the ſaid *John Joy*, his Executors and Aſſigns, during the Lives of *Thomas Tall* of *Vam* in the County of *Warwick*, Eſq; *Xerxes Hicks* late of *Fidham* aforeſaid, Eſq; and *Zacheus Tall*, Son of the ſaid *Thomas Tall*, and the Survivor of them, at and under the yearly Rent of 20*l.* payable as therein is mentioned; which ſaid Indenture of Leaſe was afterwards executed by Livery of Seiſin, as by the ſame Indenture and Indorſement thereon may more fully appear. And whereas by good and ſufficient meſne Aſſignments and Conveyances in the Law, the ſaid Leaſe of the ſaid Parſonage, and other the Premiſſes afterwards lawfully came to and veſted in *Andrew Aſton* of the Pariſh of *Batton* in the County of *Carmarthen*, Eſq; And whereas by Indenture bearing Date the tenth Day of *June* 1715. and made or mentioned to be made between the ſaid *Andrew Aſton* of the one Part; and the ſaid

The Parties.

A Biſhop's Leaſe for three Lives, of a Parſonage, Tithes, *&c.* recited.

General Words.

Livery recited,

and meſne Aſſignments,

and a Mortgage by the laſt Aſſignee,

Edmund Edge of the other Part, reciting (among other Things) to the Effect herein before recited, the ſaid *Andrew Aſton* for the Conſiderations in the ſame Indenture mentioned, did grant, bargain, ſell and demiſe unto the ſaid *Edmund Edge*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Parſonage of *Loke* and Scite thereof, and all Houſes, Edifices, Lands, Tenements, Tithes, Hereditaments and Premiſſes by the ſaid recited Indenture of Leaſe demiſed and granted, or mentioned or intended ſo to be, with their Appurtenances (except as in the ſaid recited Indenture of Leaſe is excepted); To hold unto the ſaid *Edmund Edge*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſaid laſt recited Indenture for the Term of ninety-nine Years (if the ſaid *Thomas Tall*, *Xerxes Hicks* and *Zacheus Tall* or any of them ſhould ſo long live); under a Proviſo for Redemption of the Premiſſes on Payment of the Sum of 530*l.* by the ſaid *Andrew Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Edmund Edge*, his Executors, Adminiſtrators or Aſſigns, at certain Days and Times in the ſaid laſt recited Indenture for that Purpoſe mentioned and now paſt; in which ſaid laſt recited Indenture is contained a Covenant on the Behalf of the ſaid *Andrew Aſton*, to the Effect following;

with a Covenant by that Mortgagor to add Lives for Renewal, and for the Purpoſe to ſurrender,

that is to ſay, that in Caſe any of them the ſaid *Thomas Tall*, *Xerxes Hicks* and *Zacheus Tall* ſhould happen to die before the Principal Sum of 500*l.* included in the ſaid Sum of 530*l.* ſhould be paid in, then the ſaid *Andrew Aſton*, his Heirs, Executors or Adminiſtrators, ſhould and would immediately thereupon ſurrender the ſaid recited Indenture of Leaſe and the Premiſſes thereby demiſed, and at his and their own Charges retake a new Leaſe of the Premiſſes for the Lives of ſuch three Perſons as he or they ſhould for that Purpoſe nominate; and upon the Death of any of the Perſons on whoſe Lives ſuch new Leaſes ſhould depend, ſhould and would *toties quoties* ſurrender the Leaſe then in Being, and at his or their own Charges retake a new Leaſe of the Premiſſes for the Lives of three ſuch Perſons as he or they ſhould for that Purpoſe nominate; and alſo ſhould and would immediately after every ſuch Renewal make a new Demiſe thereof to the ſaid *Edmund Edge*, his Executors, Adminiſtrators and Aſſigns, for the Term of ninety-nine Years, determinable on the Lives then in Being, for ſecuring the ſaid Principal Sum of 500*l.* and Intereſt; and for the better enabling the ſaid *Andrew Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns, from Time to Time to ſurrender ſuch old Leaſes and take new ones in Manner aforeſaid, the ſaid *Edmund Edge* did by the ſaid laſt recited Indenture covenant and agree to ſurrender the thereby granted Term of ninety-nine Years, or any future Term or Intereſt to him to be made of and in the Premiſſes, unto the ſaid *Andrew Aſton*, his Heirs, Executors or Aſſigns, for the End and Purpoſe aforeſaid; ſo as upon every ſuch Surrender Security ſhould be from Time to Time given by the ſaid *Andrew Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, to the ſaid *Edmund Edge*, his Executors, Adminiſtrators and Aſſigns, for making a new Demiſe thereof to him and them for ſecuring the ſaid Principal Sum of 500*l.* and Intereſt, for the like Term of ninety-nine Years, determinable upon the Lives of ſuch Perſons whereon ſuch Leaſe ſhould for the Time being depend; as by ſaid laſt recited Indenture, Relation being thereunto had, may (among other Things) more at large appear.

toties quoties,

and make a new Demiſe to the Mortgagee,

and a Covenant by the Mortgagee to ſurrender accordingly,

upon Security given, &c.

Recital that the Money is ſtill due.

And whereas the ſaid Principal Sum of 500*l.* or any Part thereof, was not paid at the Days and Times in the ſaid laſt recited Indenture for that Purpoſe mentioned, nor at any Time ſince, but doth yet remain due and payable.

A Declaration of Truſt by the Mortgagee recited,

And whereas by a certain Writing or Deed Poll bearing even Date with the ſaid recited Indenture of Mortgage, (and reciting the ſame) the ſaid *Edmund Edge* did acknowledge and declare that the ſaid Sum of 500*l.* the Conſideration-Money of the ſaid Indenture of Mortgage, or any Part thereof, was not his own Monies, but the proper Monies of the ſaid *Henry Hicks*; and that the Name of him the ſaid *Edmund Edge* was only uſed in the ſame Indenture in Truſt for the ſaid *Henry Hicks*, his Executors, Adminiſtrators and Aſſigns; and therefore the ſaid *Edmund Edge* did by the ſaid recited Deed Poll agree to aſſign the Premiſſes from Time to Time to him the ſaid *Henry Hicks*, his Executors or Adminiſtrators, or as he or they ſhould in that Behalf direct or appoint.

and his Death, and Will appointing the firſt Parties his Executors.

And whereas the ſaid *Edmund Edge* is ſince deceaſed, having firſt made his laſt Will and Teſtament in Writing duly executed, bearing Date the twelfth Day of *July* in the Year of our Lord

Lord 1717, and thereof made the ſaid *Abel Aſh* and *Denzil Dun* Executors, who have ſince duly proved the ſame, and taken upon them the Burthen of the Execution thereof. And whereas the ſaid *George Gyles* hath lately purchaſed of the ſaid *Andrew Aſton* the ſaid Parſonage, Scite, Lands, Tenements, Hereditaments and Premiſſes, and all his Eſtate, Right and Equity of Redemption therein, (ſubject to the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and to an Annuity of 60*l. per Annum* to the ſaid *Henry Hicks* during his Life, and to the ſaid recited Mortgage for ſecuring 500*l.* and Intereſt as aforeſaid). And whereas ſince the making of the ſaid recited Mortgage the ſaid *Zacheus Tall* is alſo dead, and the ſaid *George Gyles* and *Henry Hicks* are for that Reaſon minded and deſirous that the ſaid recited Indenture of Leaſe, and the Premiſſes thereby demiſed, may be ſurrendered, in order that a new Leaſe of the ſame Premiſſes may be taken from the preſent Lord Biſhop of *Irrand:* Now this Indenture witneſſeth, that in Purſuance of the ſaid recited Covenant on the Part of the ſaid *Edmund Edge* to be performed, and to enable the ſaid *George Gyles* to take ſuch new Leaſe of the Premiſſes as aforeſaid, and for and in Conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to them the ſaid *Abel Aſh* and *Denzil Dun* in Hand paid by the ſaid *George Gyles* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Abel Aſh* and *Daniel Dun*, at the Requeſt and by the Direction and Appointment of the ſaid *Henry Hicks*, teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents, have, and each of them hath bargained, ſold, aſſigned, ſurrendered and yielded up, and by theſe Preſents do, and each of them doth bargain, ſell, aſſign, ſurrender and yield up unto the ſaid *George Gyles*, his Heirs, Executors and Aſſigns, all the ſaid Parſonage of *Loke* and the Scite thereof, and all Houſes, Buildings, Lands, Tenements, Tithes, Hereditaments and Premiſſes in and by the ſaid recited Indenture of the tenth Day of *June* 1715. demiſed, or mentioned or intended ſo to be, with their and every of their Appurtenances (except as therein is mentioned to be excepted) and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Abel Aſh* and *Denzil Dun*, and of either of them, of, in, to or out of the ſame Premiſſes, or any of them, or any Part thereof (except before excepted); To have and to hold the ſaid Parſonage, Scite, Hereditaments and all and ſingular other the Premiſſes, with their and every of their Appurtenances (except before excepted) unto the ſaid *George Gyles*, his Heirs, Executors and Adminiſtrators, from henceforth for and during all the Reſt, Reſidue and Remainder of the ſaid Term of ninety-nine Years determinable as aforeſaid, to the End the ſame may be merged and drowned in the Freehold thereof, now being in the ſaid *George Gyles*. And the ſaid *George Gyles*, in Conſideration of the Premiſſes, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree with the ſaid *Henry Hicks*, his Executors and Adminiſtrators, that he the ſaid *George Gyles*, his Heirs, Executors or Adminiſtrators, ſhall and will, as ſoon as conveniently may be, ſurrender the ſaid recited original Indenture of Leaſe, and the Premiſſes thereby demiſed, and thereupon retake a new Leaſe of all and ſingular the Premiſſes for the Lives of three Perſons, and the longeſt Liver of them; and alſo ſhall and will immediately after ſuch Renewal make a new Demiſe thereof to the ſaid *Henry Hicks*, his Executors, Adminiſtrators and Aſſigns, or to ſuch Perſon or Perſons as he or they ſhall for that Purpoſe nominate and appoint for the Term of ninety-nine Years, determinable on ſuch Lives, ſubject to ſuch Equity of Redemption as is given or reſerved in and by the ſaid recited Indenture of the tenth of *June* 1715. as aforeſaid. In Witneſs, *&c.*

A Purchaſe of the Premiſſes by the ſecond Party recited, ſubject, *&c.*

and that one of the Lives is fallen; and the Parties are minded to ſurrender and renew.

The Motives, *&c.*

The Executors by Direction of *ceſtuy que Truſt* ſurrender, *&c.* to the Purchaſer.

Habendum, *&c.*

to merge the Term.

The Purchaſer covenants with the *ceſtuy que Truſt* to renew,

and make a new Security, *&c.*

A Surrender by a Jointreſs, of Part of her Jointure-Lands, to her Son, who is ſeiſed of the Reverſion in Fee. N° 2.

THIS Indenture made the fourth Day of *Auguſt Anno Domini* 1730. and in the fourth Year of the Reign, *&c.* between *Anne Alkin*, Widow and Relict of *Bryan Alkin* late of *Condale* in the County of *Denbigh*, Eſq; deceaſed of the one Part; and *Edward Alkin* of *Condale* aforeſaid, Eſq; eldeſt Son and Heir of the ſaid

The Parties.

The Conſideration, Love and Affection, &c. *Bryan Alkin* by the ſaid *Anne*, of the other Part, witneſſeth, That for and in Conſideration of the natural Love and Affection which the ſaid *Anne Alkin* hath and beareth for and towards the ſaid *Edward Alkin* her Son, and for his preſent better Support ſuitable to his Birth and Quality, and for and in Conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to her the ſaid *Anne Alkin* in Hand paid by the ſaid *Edward Alkin* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged; ſhe the ſaid *Anne Alkin* The Grant and Surrender, hath granted, ſurrendered and yielded up unto the ſaid *Edward Alkin*, his Heirs and Aſſigns, all thoſe Cloſes, Pieces or Parcels of Ground, Lands, Tenements and Hereditaments, with the Appurtenances next herein after particularly mentioned; being Part of the Surrenderer's Jointure, and the Surrenderee being Reverſioner in Fee. that is to ſay, *Fynd Meads*, containing by Eſtimation twenty Acres, [*Here more Parcels*] (all which ſaid Cloſes, Pieces or Parcels of Ground, Lands, Tenements, Hereditaments and Premiſſes are now of the yearly Value of 60*l.* or thereabouts, and are Part of the Lands and Hereditaments limited to the ſaid *Anne Alkin* for her Life for her Jointure on her Marriage with the ſaid *Bryan Alkin*, and the ſaid *Edward Alkin* is now ſeiſed of or entitled to the Reverſion or Remainder in Fee-Simple of the ſame Premiſſes (amongſt other Hereditaments) expectant on the Death of the ſaid *Anne Alkin*, he the ſaid *Edward Alkin* having for that Purpoſe lately ſuffered a Recovery of the ſame Premiſſes (*inter alia*) and barred all Eſtates-Tail, and all Reverſions and Remainders thereupon expectant and depending); General Words. and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of her the ſaid *Anne Alkin*, of, in, to or out of the ſaid Cloſes, Pieces or Parcels of Ground, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and ſurrendered, *Habendum*, every or any Part or Parcel thereof; To have and to hold the ſaid Cloſes, Pieces or Parcels of Ground, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and ſurrendered, with their Appurtenances, unto the ſaid *Edward Alkin*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of the ſaid *Edward Alkin*, and of his Heirs and to him in Fee, Aſſigns; to the End and Intent that the Eſtate hereby ſurrendered of and in the Premiſſes, may be merged and drowned in the Reverſion or Remainder and to be merged. Inheritance thereof in the ſaid *Edward Alkin* as aforeſaid. And the ſaid *Anne Alkin* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Edward Alkin*, his Heirs and Aſſigns, that ſhe the ſaid *Anne Alkin* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever whereby, or by Means whereof the ſaid Cloſes, Pieces or Parcels of Ground, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and ſurrendered, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs, &c. She covenants that ſhe has not done any Thing to incumber.

N° 3. *A Surrender by a Mortgagee, to the Mortgagor, of Part of the mortgaged Lands; a great Part of the Money being paid off.*

Recital of Payments, WHEREAS the within named *Adam Alkin* hath lately paid unto the within named *Bona Bing* the further Sum of 400*l.* of lawful Money of *Great Britain* in further Part of the within mentioned Sum of 2200*l.* Principal Money (over and above the 1000*l.* mentioned in the Indorſement hereupon written, dated the twenty-ſeventh of *February* 1724.) and hath alſo paid unto her all Intereſt due and owing for the ſaid whole principal Money until the Day of the Date hereof; the Receipt and Payment of which ſaid Sum of 400*l.* and Intereſt as aforeſaid, ſhe the ſaid *Bona Bing* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Adam Alkin*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents. And whereas there is now due and owing to the ſaid *Bona Bing* upon the Security and of what is now due, within written, the Sum of 800*l.* Principal Money only, and no more. And whereas

whereas the ſaid *Bona Bing*, at the Deſire and Requeſt of the ſaid *Adam Alkin*, hath agreed to yield up and ſurrender to him, his Heirs and Aſſigns, All thoſe the firſt within mentioned two new built Brick Meſſuages or Tenements, with the Outhouſes, Buildings and other Appurtenances thereunto belonging, in or near *Cleden*, and the Cloſe of arable and paſture Ground there wherein the ſaid Meſſuages and Buildings ſtand, containing eight Acres more or leſs; and hath alſo agreed to accept and take the Reſidue of the within mentioned Lands, Tenements and Hereditaments only, as her Security for Repayment of the ſaid 800 *l.* principal Money now remaining due as aforeſaid, and the Intereſt thereof from henceforth to grow due. Now theſe Preſents witneſs, that for the Conſiderations aforeſaid, and in Purſuance of the ſaid Agreement, ſhe the ſaid *Bona Bing* hath aſſigned, ſurrendered and yielded up, and by theſe Preſents doth aſſign, ſurrender and yield up unto the ſaid *Adam Alkin*, his Heirs and Aſſigns, the ſaid two new built Brick Meſſuages or Tenements, with the Outhouſes, Buildings and other Appurtenances thereunto belonging in or near *Cleden* aforeſaid, and the ſaid Cloſe of arable or paſture Ground there wherein the ſaid Meſſuages and Buildings ſtand, containing eight Acres more or leſs, as aforeſaid; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of her the ſaid *Bona Bing*, of, in, to or out of the ſaid hereby aſſigned and ſurrendered Premiſſes, and every or any Part thereof; To have and to hold the ſaid two Meſſuages or Tenements, Cloſe and Premiſſes herein before mentioned or intended to be hereby aſſigned and ſurrendered, with their and every of their Appurtenances, unto the ſaid *Adam Alkin*, his Heirs and Aſſigns, to the only proper Uſe and Behoof of him the ſaid *Adam Alkin*, his Heirs and Aſſigns for ever; to the Intent the within mentioned Term of five hundred Years, of and in the ſaid hereby aſſigned and ſurrendered Premiſſes, may be merged, drowned and extinguiſhed. And the ſaid *Bona Bing* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Adam Alkin*, his Heirs and Aſſigns, that ſhe the ſaid *Bona Bing* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid two Meſſuages or Tenements, Cloſe and Premiſſes herein before mentioned, or intended to be hereby aſſigned and ſurrendered, or the ſaid Term of five hundred Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs, *&c.*

and that the Mortgagee has agreed to ſurrenderPart, and to accept the reſt as a Security.

The Aſſignment and Surrender.

The Parcels.

General Words.

Habendum.

The Mortgagee covenants, that ſhe has not incumbered, *&c.*

An Aſſignment and Surrender by a Mortgagee (being now paid off) to a Truſtee for the Mortgagor. N° 4.

KNOW all Men by theſe Preſents, that the within and above named Sir *Alfred Allen*, for and in Conſideration of the Sum of 5000 *l.* of lawful Money of *Great Britain* to him paid by the within and above named *Benedict Brown* at the Day in the above written Receipt for the ſame mentioned, and which he the ſaid Sir *Alfred Allen* doth hereby own and acknowledge, was duly paid to him accordingly; and in Conſideration of the Sum of 5 *s.* of like Money to him the ſaid Sir *Alfred Allen* in Hand paid by the within named *Clement Carr* at or before the Execution of theſe Preſents, the Receipt whereof he the ſaid *Alfred Allen* doth hereby acknowledge; hath aſſigned, ſurrendered and yielded up, and doth hereby at the Requeſt and by the Direction of the ſaid *Benedict Brown*, (teſtified by his Sealing and Executing of theſe Preſents) aſſign, ſurrender and yield up unto the ſaid *Clement Carr*, his Executors, Adminiſtrators and Aſſigns, all and every the Manors, Meſſuages, Lands, Tenements and Hereditaments within demiſed and granted, or mentioned or intended ſo to be, with their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity of him the ſaid Sir *Alfred Allen*, of, in, to or out of the ſame Premiſſes, and every or any Part thereof, by Virtue of the within written Indenture, or otherwiſe howſoever, together

The Conſideration.

The Aſſignment and Surrender.

Habendum. together with the ſame Indenture; To have and to hold the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Clement Carr*, his Executors, Adminiſtrators and Aſſigns, from henceforth for all the now Reſt and Reſidue of the within mentioned Term of five hundred Years therein. And the ſaid Sir *Alfred Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Clement Carr*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid Sir *Alfred Allen* hath not at any Time heretofore done, committed or ſuffered any Act, Matter or Thing whatſoever, by Means whereof the ſaid hereby aſſigned Premiſſes or any Part thereof, or the ſaid Term of five hundred Years therein, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs, *&c.*

Covenant that he has not incumbered.

See Copyhold.

Truſts.

Nº 1. *An Aſſignment of a Term charged with a Portion, to Truſtees for the Purchaſors of Part of thoſe Lands, together with other Lands, (the Portion and Intereſt being now paid) to indemnify the Purchaſed Lands againſt the Dower of the Vendor's Wife, who is a Minor, and then to attend the Inheritances reſpectively. The Woman intitled to the Portion and her Huſband, and the Executors of the Executor of the ſurviving Truſtees join in this Deed. Variety of Recitals and proper Covenants as abſtracted in the Margin.*

THIS Indenture of ſix Parts, made the 20th Day of *March Anno Domini* 1729. and in the third Year of the Reign, *&c.* between *Anne Audley* of, *&c.* Widow and Relict of *Bartholomew Audley* late of, *&c.* Eſq; deceaſed, and *Charles Cary* of, *&c.* Eſq; which ſaid *Anne Audley* and *Charles Cary* are ſole Executors of the laſt Will and Teſtament of the ſaid *Bartholomew Audley*, who was ſole Executor of the laſt Will and Teſtament of *Daniel Audley* of, *&c.* Merchant, and afterwards of, *&c.* Eſq; his late Father, deceaſed, of the firſt Part; *Edward Elton* of, *&c.* Eſq; and *Frances Elton* his Wife, only Daughter of *George Gore* late of, *&c.* Eſq; deceaſed, by *Harriot* his late Wife, deceaſed, of the ſecond Part, *Joſeph Gore* of, *&c.* Eſq; only Son and Heir of the ſaid *George Gore* by the ſaid *Harriot* his late Wife, and only Brother of the ſaid *Frances Elton*, of the third Part; *Luna Lane*, Widow and Relict of *Peter Lane* late of, *&c.* Eſq; deceaſed; *Matthew Martin* of, *&c.* Eſq; *Nathaniel Nunn* of, *&c.* Eſq; and *Owen Oram* of, *&c.* (the four acting Executors of the laſt Will and Teſtament of the ſaid *Peter Lane*, deceaſed) of the fourth Part; *Robert Rand* of, *&c.* Eſq; and *Simon Sare* of, *&c.* Gent. of the fifth Part, *Thomas Tart* of, *&c.* Gent. and *Valentine Verd* of, *&c.* Gent. of the ſixth Part. Whereas in and by certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the thirteenth and fourteenth Days of *June* which was in the Year of our Lord 1694. the Releaſe being tripartite, and made or mentioned to be made between the ſaid *George Gore* of the firſt Part, Sir *William Wall* then of, *&c.* Bart. ſince deceaſed, of the ſecond Part, and Sir *William Yougby* of, *&c.* Bart. (but ſince deceaſed) ſurviving Executor of the laſt Will of *Zachary Zouch* then late of, *&c.* Merchant, deceaſed, and the ſaid *Harriot* (the late Wife of the ſaid *George Gore)* then *Harriot Zouch*, youngeſt Daughter and reſiduary Legatee of the ſaid *Zachary Zouch*, of the third Part (made previous and in order to the Marriage then intended, and which was ſoon after had and ſolemnized between the ſaid *George Gore* and the ſaid *Harriot* his late Wife) All that Capital Meſſuage or Farm Houſe, with the Appurtenances, in *Anhill* in the County of *Berks*, commonly called *Cotters*, and the Manor of *Dutton* in

A Marriage Settlement recited.

in the ſame County, and the third Part of the Manor of *Exton* in *Froud*, and divers other Meſſuages, Lands, Tenements and Hereditaments then of him the ſaid *George Gore* in *Anhill*, *Froud* and *Gelton* in the ſaid County of *Berks*, and elſewhere in the ſame County, were limited, or mentioned to be limited, to the Uſe of the ſaid *George Gore* for the Term of his natural Life without Impeachment of Waſte, with Remainder to the Uſe of the ſaid *William Wall* and Sir *William Yougby*, their Executors, Adminiſtrators and Aſſigns, for the Term of four hundred Years, in Truſt for raiſing the Sum of 4000 *l.* for the Portion and Portions of the younger Son and Sons, Daughter and Daughters of the ſaid *George Gore* by the ſaid *Harriot* his then intended Wife, to be paid at ſuch Times and in ſuch Manner as in the ſame Releaſe were in that Behalf mentioned and directed; and particularly if there ſhould be but one ſuch Daughter, then the ſame 4000 *l.* was to be paid to her at her Age of twenty-one Years, or Day of Marriage, which ſhould firſt happen. And whereas by Indentures of Leaſe and Releaſe, dated reſpectively the 7th and 8th Days of *June* 1702. the Releaſe being tripartite, and made or mentioned to be made between the ſaid *George Gore* and the ſaid *Harriot* then his Wife, of the firſt Part; the ſaid Sir *William Wall* and Sir *William Yougby* of the ſecond Part; and *Henry Wall* then of, *&c.* Eſq; the ſaid *Daniel Audley* and *John Innis*, then Citizen and Linen-Draper of *London* (but all ſince deceaſed) of the third Part; and Fine in the ſame Releaſe covenanted to be levied, and which was duly levied accordingly, the aforeſaid Term of four hundred Years and the Truſts thereof were merged and deſtroyed; And by the ſame Indentures and Fine, or ſome or one of them, All that the third Part of the Manor of *Exton* in *Froud* aforeſaid, or elſewhere in the ſaid County of *Berks*, with the Rights, Members and Appurtenances thereof; and alſo all that Wood commonly called by the Name of *Kirton*, ſituate, lying and being in *Gelton* and *Luton* in the ſame County, or one of them, and alſo all thoſe two little Pightles of Land in *Luton* aforeſaid, *&c.* and all other the Manors, Meſſuages, Lands and Hereditaments then of the ſaid *George Gore* in the ſeveral Pariſhes and Places in the ſame Indentures mentioned in the ſaid County of *Berks*, and whereof no Uſe was in and by the ſame Releaſe before limited or declared from and after the Deceaſe of the ſaid *George Gore* and *Harriot* his Wife, and the longeſt Liver of them, were, by the ſaid *George Gore*, Sir *William Wall* and Sir *William Yougby*, or ſome of them, conveyed and limited, or mentioned to be conveyed and limited, to the Uſe and Behoof of them the ſaid *Henry Wall*, *Daniel Audley* and *John Innis*, their Executors, Adminiſtrators and Aſſigns, for the Term of four hundred Years, to commence and take Effect from and after the Deceaſe of the Survivor of them the ſaid *George Gore* and *Harriot* his then Wife, in Truſt to raiſe by the Ways and Means therein mentioned the like Sum of 4000 *l.* for the Portion and Portions of the ſaid younger Son and Sons, Daughter and Daughters of the ſaid *George Gore* by the ſaid *Harriot* his then Wife; to be paid at the like Time and in like Manner as in and by the ſaid firſt recited Indenture of Releaſe were mentioned and directed of and concerning the ſaid firſt mentioned Sum of 4000 *l.* and particularly in Caſe there ſhould be but one ſuch Daughter, then the ſame 4000 *l.* was to be paid to her at her Age of twenty-one Years or Day of Marriage, which ſhould firſt happen; and from and after the Expiration and other ſooner Determination of the ſame Term of four hundred Years, then to the Uſe and Behoof of the ſaid *George Gore*, his Heirs and Aſſigns for ever; as by the ſaid ſeveral recited Indentures and Fine, Relation being thereunto reſpectively had, may among other Things more fully appear. And whereas the ſaid *George Gore* left Iſſue by the ſaid *Harriot* his late Wife the ſaid *Joſeph Gore* Party hereto (their only Son) and the ſaid *Frances Elton* then *Frances Gore* (their only Daughter) and no other Children or Iſſue: And whereas the ſaid *Frances Elton* attained her Age of twenty-one Years ſome Time before her Intermarriage with the ſaid *Edward Elton* her now Huſband, and thereby became intitled to the ſaid whole Sum of 4000 *l.* in and by the ſaid recited Indentures of Releaſe, or one of them, provided for the Portion and Portions of the younger Children of the ſaid *George Gore* by the ſaid *Harriot* his late Wife as aforeſaid. And whereas by certain Articles of Agreement made and entered into on or about the eighth Day of *September* which was in the Year of our Lord 1725. between the ſaid *Joſeph Gore* Party hereto, of the one Part; and the ſaid *Frances Elton* by the Name of *Frances Gore* of, *&c.* Spinſter, of

whereby a Term was created *inter alia*, to raiſe a Portion for a Daughter.

Indentures of Leaſe and Releaſe and Fine recited, whereby the Term was merged, and

a new Term raiſed in Part of the former and other Lands,

in Truſt to raiſe the like Portion,

payable at twenty-one or Marriage;

Remainder to the Uſe of the Huſband in Fee,

and that he died, leaving an only Son and only Daughter, both (with her Huſband) Parties hereto, and that ſhe was intitled before her Marriage.

Articles recited between her and her Brother, ſtating their Accounts, and

agreeing that the ſame and Intereſt ſhould continue charged on the Lands, and impowering her to receive certain Rents for ſatisfying the Intereſt.

of the other Part; reciting, among other Things, that upon ſtating and making up Accounts there appeared to be due and in Arrear unto the ſaid *Frances Gore* for Intereſt of her ſaid Portion of 4000 *l.* the Sum of 260 *l.* and that it was agreed the ſaid 4260 *l.* ſhould continue upon the Lands and Premiſſes therein before mentioned at the Rate of 4 *l. per Cent. per Annum* until the ſame ſhould be paid off, ſo as the ſame was perfected within two Years from *Michaelmas* laſt paſt, he the ſaid *Joſeph Gore* Party hereto did in and by the ſaid Articles impower the ſaid *Frances Gore* to receive the Rents of ſeveral Farms therein mentioned, for ſatisfying the Intereſt of the ſaid 4260 *l.* as the ſame ſhould become due. And whereas in and

The Settlement previous to her Marriage recited,

by a certain Indenture tripartite of Settlement (made previous and in order to the Marriage of the ſaid *Edward Elton* with the ſaid *Frances* his now Wife) bearing Date on or about the ſeventeenth Day of *October* which was in the Year of our Lord 1730. and made or mentioned to be made between the ſaid *Edward Elton* of the firſt Part; the ſaid *Frances* his now Wife (then *Frances Gore*, Spinſter) of the ſecond Part; and the ſaid *Robert Rand* and *Simon Sare* of the third Part; reciting (among other Things) the ſaid herein before recited Articles to the Effect herein before recited; in Conſideration of the ſaid intended Marriage, and for other the Conſiderations in the ſame Indenture mentioned, ſhe the ſaid *Frances Gore*, with the Privity and Conſent of the ſaid *Edward Elton*, did bargain, ſell, aſſign and ſet over unto the ſaid *Robert Rand* and *Simon Sare*, their Executors, Adminiſtrators and Aſſigns *(inter alia)* the ſaid Sum of 4260 *l.* ſo due to her the ſaid *Frances Gore* as aforeſaid, and all Intereſt then due and to grow due for the ſame; and all her Eſtate, Right, Title and Intereſt in and to the ſame principal Sum and Intereſt; To hold to them the ſaid *Robert Rand* and *Simon Sare*, their Executors, Adminiſtrators and Aſſigns, upon divers Truſts, and upon divers Intents and Purpoſes in the ſame Indenture of Settlement mentioned and expreſſed of and concerning the ſaid 4260 *l.* and the Intereſt thereof; as by the ſaid Articles and laſt mentioned Settlement, Relation being thereunto reſpectively had, may (among other Things) more fully appear. And whereas all Intereſt incurred due for the ſaid Sum of 4260 *l.* hath been duly paid and ſatisfied until the Day of the Date hereof, but the ſaid whole principal Sum of 4260 *l.* is yet due and owing upon the Premiſſes compriſed in the ſaid laſt mentioned Term of four hundred Years, and charged with the ſaid 4260 *l.* for the Portion of the ſaid *Frances Elton* as aforeſaid. And whereas the ſaid *Daniel Audley* ſurvived the ſaid *Henry Wall* and *John Innis*, his Co-Truſtees, by Means whereof the Premiſſes in the ſaid laſt mentioned Term of four hundred Years compriſed became legally veſted in him the ſaid *Daniel Audley*, by Right of Survivorſhip, for all the then Reſidue of the ſaid Term therein, upon the Truſt aforeſaid. And whereas the ſaid *Daniel Audley* ſome Time ſince departed this Life, having firſt duly made and publiſhed his laſt Will and Teſtament in Writing, and thereof conſtituted and appointed the ſaid *Bartholomew Audley* ſole Executor, who, after he had duly proved the ſame, and taken upon himſelf the Burden of the Execution thereof, is alſo departed this Life, having firſt duly made and publiſhed his laſt Will and Teſtament in Writing, and thereof conſtituted and appointed the ſaid *Anne Audley* and *Henry Wall* Executors, who have duly proved the ſame, and taken upon themſelves the Burden of the Execution thereof; by Means whereof they the ſaid *Anne Audley* and *Henry Wall* are become legally poſſeſſed of, and intereſted in the Premiſſes in the ſaid laſt mentioned Term of four hundred Years compriſed, for all the now Reſidue of the ſame Term therein upon the Truſt aforeſaid. And whereas the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nun* and *Owen Oram* have contracted and agreed with the ſaid *Joſeph Gore* Party hereto, for the abſolute Purchaſe of the Manor of *Minton*, the Advowſon of the Church of *Minton*, and divers Meſſuages, Lands, Tenements, Wood-Grounds, Tithes and Hereditaments of him the ſaid *Joſeph Gore* in *Minton*, *Anhill*, *Gelton*, *Luton* and *Nuton*, or ſome of them, in the ſaid County of *Berks*, for the Sum or Price of 9000 *l.* of lawful Money of *Great Britain*. And whereas Part of the ſaid Lands, Hereditaments and Premiſſes compriſed in the ſaid laſt mentioned Term of four hundred Years, *viz.* the ſaid Wood commonly called by the Name of *Kirton* in *Gelton* and *Luton* aforeſaid, or one of them, *&c.* are included and compriſed in, and are Part and Parcel of the ſaid Lands, Hereditaments, and Premiſſes ſo contracted for, or agreed to be purchaſed by the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nun*

whereby (with Conſent of her intended Huſband) ſhe aſſigned the ſame and Intereſt to Truſtees.

Recital of what is now due,

and that the ſame veſted in one Truſtee by Survivorſhip,

who died, having appointed an Executor,

who is alſo dead, having appointed two of the now Parties his Executors, who are intereſted in the laſt Term.

Recital of the Agreement for the abſolute Purchaſe of Lands,

and that Part of the Lands compriſed in the Term are compriſed in the Agreement for the Purchaſe,

Nunn and *Owen Oram*, as aforeſaid. And whereas upon the Treaty of the ſaid Purchaſe it was agreed by and between the ſaid *Joſeph Gore* Party hereto, and the ſaid Purchaſers, that the ſaid Sum of 4260 *l.* due and owing to the ſaid Truſtees of the ſaid *Edward Elton* and *Francis* his Wife, upon the Premiſſes compriſed in the laſt mentioned Term of four hundred Years as aforeſaid, ſhould be paid off and diſcharged by and with Part of the ſaid 9000 *l.* Purchaſe-Money; and that the ſame Term ſhould be aſſigned as to ſo much and ſuch Part and Parts of the ſaid Lands, Hereditaments and Premiſſes therein compriſed as are Part and Parcel of the ſaid Lands, Hereditaments and Premiſſes ſo contracted for or agreed to be purchaſed as aforeſaid, in Truſt for the ſaid Purchaſors, their Heirs and Aſſigns, for the Purpoſe, and in Manner herein after mentioned; and as to all the Reſt and Reſidue of the ſaid Lands, Hereditaments and Premiſſes in the ſame Term compriſed, and not contracted for or agreed to be purchaſed as aforeſaid, in Truſt, in the firſt Place, for indemnifying and ſaving harmleſs the ſaid Purchaſers, their Heirs and Aſſigns, and the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Wood-Grounds, Tithes and Hereditaments ſo by them contracted for or agreed to be purchaſed as aforeſaid, of, from and againſt all ſuch Dower, and Right and Title of Dower, as *Olivia Gore* (the now Wife of the ſaid *Joſeph Gore* Party hereto) and who is now an Infant under the Age of twenty-one Years, ſhall or may at any Time or Times after his Deceaſe (in caſe ſhe ſhall him ſurvive) have, claim or pretend to, of, in, to or out of the ſaid purchaſed Premiſſes, or any Part thereof; and (ſubject to ſuch Indemnification as aforeſaid) in Truſt for the ſaid *Joſeph Gore* Party hereto, his Heirs and Aſſigns, for the Purpoſes and in Manner herein after mentioned. And whereas by Indentures of Leaſe and Releaſe, and Bargain and Sale intended to be inrolled in the High Court of Chancery, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe and Bargain and Sale bearing even Date herewith, and made or mentioned to be made between the ſaid *Joſeph Gore* Party hereto, of the one Part, and the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram* of the other Part, in Conſideration of the Sum of 9000 *l.* (Part of the perſonal Eſtate of the ſaid *Peter Lane*) in the ſame Indentures of Releaſe and Bargain and Sale mentioned to be paid by the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram* to the ſaid *Joſeph Gore* Party hereto, or by his Order and Direction; and by other good Conveyances and Aſſurances in Law; All the ſaid purchaſed Manor, Meſſuages, Lands, Tenements, Wood-Grounds, Tithes, Advowſon, Hereditaments and Premiſſes, with their Appurtenances, and the Freehold and Inheritance thereof, are, in Purſuance of the ſaid Contract and Agreement, conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto and to the Uſe of them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, their Heirs and Aſſigns. Now this Indenture witneſſeth, That in Conſideration of the Premiſſes, and for and in Conſideration of the Sum of 4260 *l.* of lawful Money of *Great Britain* (in Part of the ſaid Sum of 9000 *l.* Purchaſe-Money) to the ſaid *Robert Rand* and *Simon Sare* (in full for all Monies now due and owing for the ſaid 4000 *l.* provided for the Portion of the ſaid *Francis Elton*, or the Intereſt thereof) in Hand well and truly paid by the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, at or before the Execution of theſe Preſents at the Requeſt and by the Direction and Appointment as well of the ſaid *Joſeph Gore* Party hereto, as of the ſaid *Edward Elton* and *Francis* his Wife (teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents) to be by them the ſaid *Robert Rand* and *Simon Sare* applied and diſpoſed of upon the Truſts, and for the Purpoſes in the ſaid Indenture of Settlement of the ſeventeenth Day of *October* 1730. mentioned, expreſſed and declared of and concerning the ſame 4260 *l.* the Receipt and Payment of which ſaid Sum of 4260 *l.* accordingly they the ſaid *Robert Rand* and *Simon Sare* do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn*, *Owen Oram* and *Joſeph Gore* Party hereto, and each of them, their and each of their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them for ever by theſe Preſents; and in Conſideration of the Sum of 10 *s.* of like Money to the ſaid *Anne Audley*, *Henry Wall*, *Robert Rand*, *Simon Sare* and *Edward Elton* and *Frances* his Wife in Hand paid by the ſaid *Thomas Tart* and *Valentine Verd* at or before

and that the Vendor and Purchaſor agreed that the Money ſecured by the Term ſhould be paid out of the Purchaſe-Money,

and the Term be aſſigned, as to Part in Truſt for the Purchaſor; as to the Reſidue, in the firſt Place, to indemnify the purchaſed Lands againſt Dower of the Vendor's Wife, who is under Age; then in Truſt for the Vendor and his Heirs, *&c.*

Recital of the Purchaſe-Deeds, *viz.* Leaſe, Releaſe and Bargain and Sale.

The Aſſignment of the Term to Truſtees for the Purchaſors and Vendor, the Money being paid,

the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Anne Audley*, *Henry Wall*, *Robert Rand* and *Simon Sare*, at the Requeſt and by the Direction and Appointment of the ſaid *Edward Elton* and *Francis* his Wife and *Joſeph Gore* Party hereto (teſtified as aforeſaid); and alſo they the ſaid *Edward Elton* and *Frances* his Wife, at the Requeſt and by the like Direction and Appointment of the ſaid *Joſeph Gore* Party hereto (teſtified as aforeſaid) have and each and every of them hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents do, and each and every of them doth (at the Nomination as well of the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, as of the ſaid *Joſeph Gore* Party hereto) bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Thomas Tart* and *Valentine Verd*, their Executors, Adminiſtrators and Aſſigns, all the ſaid third Part of the ſaid Manor of *Exton*, and all and every other the Meſſuages, Cottages, Lands, Tenements, Woods, Hereditaments and Premiſſes in and by the ſaid recited Indentures of the ſeventh and eight Days of *June* 1702. and Fine thereupon levied, every or any of them, conveyed or limited, or mentioned to be conveyed and limited to the Uſe of the ſaid *Henry Wall*, *Daniel Audley* and *John Innis*, their Executors, Adminiſtrators and Aſſigns for the ſaid Term of four hundred Years, in Truſt as aforeſaid, with their and every of their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Anne Audley*, *Henry Wall*, *Robert Rand*, *Simon Sare*, *Edward Elton* and *Frances* his Wife, and of each and every or any of them, of, in, to or out of the ſaid third Part of the Meſſuages, Cottages, Lands, Tenements, Hereditaments and other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, or any of them, or any Part or Parcel thereof, by Force or Virtue of the ſame Indentures and Fine, or any of them, or of the ſaid Indenture of Settlement of the ſeventeenth Day of *October* 1730. or the ſaid ſeveral Executorſhips, or otherwiſe howſoever; To have and to hold the ſaid third Part of the ſaid Manor of *Exton*, and the ſaid ſeveral Meſſuages, Cottages, Lands, Tenements, Woods, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto them the ſaid *Thomas Tart* and *Valentine Verd*, their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid laſt mentioned Term of four hundred Years therein; upon the ſeveral Truſts nevertheleſs, and to and for the ſeveral Intents and Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; that is to ſay, as to, for and concerning the ſaid Wood called *Kirton Wood*, in *Gelton* and *Luton* aforeſaid, *&c.* and all ſuch and ſo much and ſuch other Part and Parts of the ſaid herein before aſſigned Lands, Hereditaments and Premiſſes as are contracted for and conveyed, or mentioned to be conveyed unto and to the Uſe of the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, their Heirs and Aſſigns as aforeſaid, with their and every of their Appurtenances, in Truſt for them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, their Heirs and Aſſigns; and to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes ſo to them conveyed, or mentioned to be conveyed as aforeſaid, to the End to protect and preſerve the ſame from all Meſne Charges and Incumbrances, if any be; And as to, for and concerning the ſaid third Part of the ſaid Manor of *Exton*, and all the Reſt and Reſidue of the ſaid herein before aſſigned Meſſuages, Cottages, Lands, Hereditaments and Premiſſes not contracted for or conveyed, or mentioned to be conveyed as aforeſaid, with their and every of their Appurtenances, in Truſt, in the firſt Place, for the indemnifying and ſaving harmleſs them the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, their Heirs and Aſſigns, and the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements, Wood-Grounds, Tithes, Hereditaments and Premiſſes ſo to them conveyed, or mentioned to be conveyed as aforeſaid, and every of them, and every Part and Parcel thereof, of, from and againſt all ſuch Dower, and Right and Title of Dower, as the ſaid *Olivia*, the now Wife of the ſaid *Joſeph Gore* Party hereto, ſhall or may at any Time or Times after his Deceaſe (in caſe ſhe ſhall ſurvive him) have, claim, ſue for, recover or pretend to, of, in, to or out of the ſame Premiſſes, every or any Part thereof; and

in Truſt as to Part, to attend the purchaſed Inheritance,

as to the Reſidue (which is not conveyed in the Purchaſe) to indemnify the purchaſed Lands

againſt Dower of the Vendor's Wife,

of, from and againſt all Loſs, Coſts, Charges, Damages and Expences which they the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns ſhall or may ſuſtain, expend or be put unto, for or by reaſon or means of any ſuch Claim, Suit, Recovery or Pretence as aforeſaid: And for that End and Purpoſe, it ſhall and may be lawful to and for the ſaid *Thomas Tart* and *Valentine Verd*, their Executors, Adminiſtrators and Aſſigns, by and out of the Rents and Profits of the ſaid third Part of the ſaid Manor of *Exton*, and other the ſaid Reſt and Reſidue of the ſaid herein before aſſigned Premiſſes, or by Sale or Mortgage of the ſame, or a competent Part thereof, for all or any Part of the then Reſidue of the ſaid herein before aſſigned Term of four hundred Years therein, to raiſe, levy and pay ſo much and ſuch Sum and Sums of Money as ſhall from Time to Time be ſufficient and neceſſary for that Purpoſe aforeſaid; and (ſubject to, and from and after ſuch Indemnification as aforeſaid) then as to, for and concerning the ſaid laſt mentioned Premiſſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſe aforeſaid, in Truſt for the ſaid *Joſeph Gore* Party hereto, his Heirs and Aſſigns; and to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes, now in him being, to the End to protect and preſerve the ſame from all Meſne Charges and Incumbrances, if any be. And the ſaid *Anne Audley* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Thomas Tart* and *Valentine Verd*, their Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *Anne Audley* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes herein before aſſigned, or any Part thereof, or the ſaid Term of four hundred Years therein is, are, ſhall or may be ſurrendred, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever, [*the like Covenant from the other Executor of* Bartholomew Audley, *and from* Robert Rand *and* Simon Sare, *but each to covenant for himſelf.*] And the ſaid *Edward Elton* doth hereby for himſelf and the ſaid *Francis* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Thomas Tart* and *Valentine Verd*, their Executors and Adminiſtrators, That they the ſaid *Edward Elton* and *Frances* his Wife, or either of them, have not nor hath any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes herein before aſſigned, or any of them, or any Part thereof, or the ſaid Term of four hundred Years therein is, are, ſhall or may be ſurrendred, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever (except as is herein before mentioned and recited.) In Witneſs, *&c.*

and all Loſs, *&c.*

with Power to the Truſtees to levy, *&c.* for that Purpoſe,

then in Truſt for the Vendor to attend the Inheritance.

The Executors of the ſurviving former Truſtee, and the latter Truſtees covenant, that they have not incumbred the Term.

The like by the Huſband and Wife, who was intitled to the Portion.

An Aſſignment of a Mortgage-Term to a Truſtee for the Purchaſor of the Inheritance; to be indorſed on the Mortgage-Deed. N° 2.

WHEREAS by Indentures of Leaſe and Releaſe an Aſſignment, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe and Aſſignment bearing even Date herewith, and made or mentioned to be made between the within named *Abraham Arne* and *Belinda* his Wife and *Catharine Carey*, Spinſter, of the firſt Part; *Daniel Carey*, Eſq; *Edward Enfard*, Eſq; and *Frances* his Wife, *George Carey*, *Henry Carey*, Clerk, and *Jane Carey*, Spinſter, of the ſecond Part; *Lawrence Lund* of, *&c.* Eſq; and *Martha Lund* his Wife, of the third Part, and Sir *Nathan Noon*, Bart. and *Peter Orford*, Eſq; of the fourth Part, and Fine in the ſame Releaſe covenanted to be levied, and by other good Conveyances in Law, in Conſideration of the Sum of 10000 *l.* of lawful Money of *Great Britain* (Part of the ſeparate Eſtate and Monies of the ſaid *Martha Lund)* in the ſaid Releaſe and Aſſignment mentioned to be paid or ſecured unto them the ſaid *Abraham Arne* and *Belinda* his Wife and *Catharine Carey*, or by their Order or Direction, in the Proportions therein mentioned, and for other the Conſiderations in the ſame Indentures expreſſed, All the within mentioned Meſſuages, Lands and Hereditaments (together with divers other Freehold and Leaſehold Meſſuages, Lands, Tithes and Hereditaments in the ſame Indenture mentioned, with their Appurtenances,

The Purchaſe-Deeds recited.

Appurtenances, are conveyed, aſſigned and aſſured, or mentioned to be conveyed, aſſigned and aſſured unto and to the Uſe of the ſaid *Lawrence Lund*, Sir *Nathan Noon* and *Peter Orford*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively; ſubject to the Dower of Dame *Rebecca Rolls*, Widow, in Part of the ſaid Freehold Premiſſes; in Truſt nevertheleſs for the ſole and ſeparate Uſe and Benefit of the ſaid *Martha Lund*, and to be at her ſole and ſeparate Diſpoſe, in Manner in the ſaid Indenture of Releaſe and Aſſignment in that Behalf mentioned; and upon other the Truſts therein expreſſed. And whereas the ſaid *Martha Lund* hath already, by and out of her own ſeparate Eſtate and Monies, and in Part of the ſaid Sum of 10000 *l.* Purchaſe-Money, paid and ſatisfied to the ſaid *Abraham Arne*, his within mentioned Principal Sum of 500 *l.* and all Intereſt incurred due for the ſame, upon or by Virtue of the within written Mortgage and Security; which he the ſaid *Abraham Arne* doth hereby acknowledge. And whereas there now only remains due and owing to the within named *Sarah Arne* and *Thiſbe Arne*, upon the ſaid within written Mortgage and Security, their ſeveral within mentioned Principal Sums of 400 *l.* and 400 *l.* and no more; all Intereſt for the ſaid ſeveral Principal Sums having been duly paid until the Day of the Date hereof. Now know all Men by theſe Preſents, That in Conſideration of the Premiſſes, and for and in Conſideration of the Sum of 400 *l.* a-piece of lawful Money of *Great Britain* (in Part of the ſaid 10000 *l.* Purchaſe-Money) by the ſaid *Martha Lund*, by and out of her own ſeparate Eſtate and Monies in Hand well and truly paid to the ſaid *Sarah Arne* and *Thiſbe Arne* at or before the Execution of theſe Preſents, with the Privity and Conſent of the ſaid *Lawrence Lund*, and at the Requeſt and by the Direction and Appointment of the ſaid *Abraham Arne* and *Belinda* his Wife, and *Catharine Carey* (teſtified by their Signing and Sealing of theſe Preſents) in full for all Monies now due or owing to the ſaid *Sarah Arne* and *Thiſbe Arne* reſpectively on the ſaid within written Mortgage and Security; the Receipt and Payment of which ſaid Sum of 400 *l.* a-piece, accordingly they the ſaid *Sarah Arne* and *Thiſbe Arne* do hereby reſpectively acknowledge, and thereof do reſpectively releaſe, acquit and diſcharge the ſaid *Martha Lund*, her Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents. And in conſideration of 10 *s.* of like Money to the ſaid *Sarah Arne* and *Thiſbe Arne* in Hand paid by *Zeno Young* of, *&c.* Eſq; at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Sarah Arne* and *Thiſbe Arne*, at the Requeſt and by the Direction and Appointment of the ſaid *Abraham Arne* and *Belinda* his Wife, *Catharine Carey*, *Sarah Arne* and *Thiſbe Arne*, and with the Privity and Conſent of the ſaid *Lawrence Lund* (teſtified by their Signing and Sealing of theſe Preſents) have and each of them hath bargained, ſold and aſſigned, and by theſe Preſents do, and each of them doth, at the Nomination of the ſaid *Martha Lund*, bargain, ſell and aſſign unto the ſaid *Zeno Young*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuages, Lands, Tenements and Hereditaments within mentioned, with their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years, Truſt, Property, Claim and Demand whatſoever, at Law or in Equity, of the ſaid *Sarah Arne* and *Thiſbe Arne*, and of each or either of them, of, in, to or out of the ſame Premiſſes, or any Part thereof, by Virtue of the within written and within recited Indentures, or any of them, or otherwiſe howſoever; To have and to hold the ſaid Meſſuages, Lands, Tenements, Hereditaments and all and ſingular other the Premiſſes hereby aſſigned, or mentioned ſo to be, with their Appurtenances, unto the ſaid *Zeno Young*, his Executors, Adminiſtrators and Aſſigns, from henceforth for all the now Reſidue of the within mentioned Term of five hundred Years therein; in Truſt nevertheleſs for the ſaid *Martha Lund*, for her ſole and ſeparate Uſe and Benefit, and to be at her ſole and ſeparate Diſpoſe, notwithſtanding her Coverture, in Manner in the ſaid Releaſe mentioned and to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes ſo (together with the ſaid other purchaſed Premiſſes) conveyed to the ſaid Truſtees of her the ſaid *Martha* as aforeſaid, and to be ſubſervient to the Truſts and Eſtates thereof, in and by the ſaid Indenture of Releaſe expreſſed and declared, or to be by her the ſaid *Martha* directed, limited or appointed, in Purſuance of the Powers and Authorities to her, in and by the ſame Releaſe given, to the End to protect and preſerve the ſame Premiſſes from all Meſne Charges and

and that ſome Money is due upon a Mortgage of Part of the purchaſed Premiſſes, in Conſideration of Payment of that Mortgage-Money by the Purchaſer, by Direction of the Vendors.

The Mortgagees aſſign

to a Truſtee for a Purchaſer

to attend the Inheritance.

and Incumbrances, if any be. And the ſaid *Virtue Arne* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators covenant, promiſe and agree to and with the ſaid *Zeno Young*, his Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *Sarah Arne* hath not done or committed any Act, Matter or Thing whereby or by Means whereof the herein before aſſigned Premiſſes, or any Part thereof, or the ſaid Term of five hundred Years is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe. And the ſaid *Thiſbe Arne* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators covenant, promiſe and agree to and with the ſaid *Zeno Young*, his Executors, Adminiſtrators and Aſſigns, That ſhe the ſaid *Thiſbe Arne* hath not done or committed any Act, Matter or Thing whereby or by Means whereof the Premiſſes herein before aſſigned, or any of them, or any Part thereof, or the ſaid Term of five hundred Years therein is, are, ſhall or may be ſurrendred, forfeited or avoided or impeached, charged or incumbred in Title, Charge, or otherwiſe. In Witneſs, *&c.*

One of the Mortgagees covenants that ſhe has not done any Thing to incumber, *&c.*

The like Covenant by the other Mortgagee.

An Aſſignment of a Mortgage-Term to a Truſtee for the Purchaſer of the Inheritance. The Title is derived through a Variety of Circumſtances, which are recited; and are abſtracted in the Margin. N° 3.

THIS Indenture quinquepartite made the firſt Day of *May* in the Year of our Lord 1728. and in the firſt Year, *&c.* between *Andrew Alton* of, *&c.* Gent. of the firſt Part, *Blanch Bitton* of, *&c.* Widow, and *Celia Rolls* of, *&c.* Spinſter, (two of the ſix Siſters and Coheirs of Sir *Dennis Rolls* late of, *&c.* Bart. deceaſed) and *Edgar Edwards* of, *&c.* Eſq; (which ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards* are the three Deviſees in Truſt named in the laſt Will and Teſtament of the ſaid Sir *Dennis Rolls)* of the ſecond Part, *Ferdinando Folk* of, *&c.* Eſq; and *Hannah Folk* his Wife, of the third Part, Sir *Gregory Granger* of, *&c.* Bart. and *John Irons* of, *&c.* Eſq; of the fourth Part, and *Leonard Lemm* of, *&c.* Eſq; of the fifth Part. Whereas by Indenture of Mortgage dated the ſeventh Day of *September* in the Year of our Lord 1688. *Mans Rolls* then of, *&c.* Eſq; and *Nathaniel Nine* then of, *&c.* Gent. his Truſtee (both ſince deceaſed) did, for the Conſiderations therein mentioned, demiſe and grant unto *Prin Parry* then of, *&c.* Maſter of Arts (ſince alſo deceaſed,) his Executors, Adminiſtrators and Aſſigns, all that the Church, Rectory and Parſonage impropriate of *Quinton* aforeſaid in the ſaid County of *Rutland*, and alſo all that the Church, Rectory and Parſonage impropriate of *Quinton* aforeſaid, or by whatſoever other Name or Names the ſaid Churches, Rectories and Parſonages, or either of them, were called or known; and alſo all and all Manner and every the Meſſuages, Tenements, Edifices, Buildings, Dove-houſes, Tithes, Glebe Lands, Barn-Yard, commonly called Tithe Barn-Yard, Oblations, Obventions, Liberties, Privileges, Profits, Commodities, Emoluments, Rights, Members, Hereditaments and Appurtenances whatſoever to the aforeſaid Churches, Rectories and Parſonages, all, any or either of them belonging or in any wiſe appertaining, or accepted, reputed, known, uſed, occupied or taken to be as Part, Parcel or Member of the ſaid Churches, Rectories, Parſonages, and other the before mentioned Premiſſes, all, any or either of them, or any Part or Parcel of them, all, any or either of them (except the Advowſon of the Vicarages of the ſaid ſeveral Rectories and Parſonages Impropriate,) all which Premiſſes Sir *Richard Rolls*, Bart. (Father of the ſaid *Mans Rolls)* then lately purchaſed to him and his Heirs of *Simon Simſon*, Eſq; by Indenture dated the ſeventeenth Day of *September* in the Year of our Lord 1660. and which ſaid Premiſſes (except before excepted) were then by good and lawful Means and Conveyances veſted and ſettled in and upon the ſaid *Mans Rolls* and *Nathaniel Nine* and their Heirs; and the Reverſion and Reverſions, Remainder and Remainders of all the ſaid Rectories and Premiſſes, and of every Part and Parcel thereof (except before excepted:) To hold the ſaid Churches, Rectories, Parſonages and Premiſſes, with their Appurtenances (except before excepted) unto the ſaid *Prin Parry*, his Executors, Adminiſtrators and Aſſigns, from the making of the ſaid Indenture of Mortgage for the Term of five hundred Years, without Im-

A Mortgage for Years recited

of Impropriations,

Meſſuages, Tithes, *&c.*

peachment of Waſte; ſubject to ſuch Proviſo for Redemption as was therein in that Behalf mentioned and contained. And whereas by Indentures of Leaſe and Releaſe dated reſpectively the tenth and eleventh Days of *June*, which was in the Year of our Lord 1720. *Thomas Rolls*, Gent. (who was Son and Heir of the ſaid *Mans Rolls*) for the Conſiderations therein mentioned, did grant and convey all the ſaid Churches, Rectories, Parſonages Impropriate, Meſſuages, Tithes, Glebe Lands, Hereditaments and Premiſſes, with their Appurtenances (except before excepted) unto and to the Uſe of *Richard Rolls*, Merchant, (afterwards Sir *Richard Rolls*, Bart.) but ſince deceaſed, his Heirs and Aſſigns, by Way of Mortgage in Fee; ſubject to ſuch Proviſo for Redemption as in the ſame Indenture of Releaſe, was in that Behalf mentioned and contained. And whereas by Indenture quadrupartite, of Aſſignment bearing even Date with the ſaid Indenture of Releaſe, and made or mentioned to be made between the ſaid *Thomas Rolls* of the firſt Part, *Valentine Perry*, Doctor in Phyſick, Executor of *William Perry*, Gent. then deceaſed, who was Adminiſtrator of the ſaid *Prin Parry*, then alſo deceaſed, of the ſecond Part, the ſaid *Richard Rolls*, Merchant, (afterwards Sir *Richard Rolls*, Bart.) of the third Part, and the ſaid *Andrew Alton* of the fourth Part, among other Things reciting the ſaid Indenture of Mortgage of the ſaid ſeventh Day of *September* 1688. and for the Conſiderations in the ſaid Indenture quadrupartite mentioned, the ſaid *Valentine Perry* Party thereto, by the Direction of the ſaid *Thomas Rolls*, did bargain, ſell and aſſign all and every the ſaid Churches, Rectories, Parſonages Impropriate, Meſſuages, Tithes, Glebe Lands, Hereditaments and Premiſſes, with their Appurtenances (except before excepted) and all his the ſame *Valentine Perry*'s Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, of, in, to or out of the ſame Premiſſes, every or any Part thereof, unto the ſaid *Andrew Alton*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of five hundred Years therein; in Truſt for the ſaid *Richard Rolls*, Merchant, (afterwards Sir *Richard Rolls*, Bart. and his Heirs, and to attend the Freehold and Inheritance of the ſame Premiſſes; but ſubject to the ſaid Proviſo for Redemption in the ſaid Indenture of Releaſe contained; as by the ſaid ſeveral recited Indentures, Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid *Thomas Rolls*, in and by his laſt Will and Teſtament in Writing, by him duly publiſhed, dated on or about the twentieth Day of *April* 1730. did give and deviſe all his Freehold and Copyhold Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances, in *Quinton*, or elſewhere in the ſaid County of *Rutland*, unto the ſaid Sir *Dennis Rolls*, his Heirs and Aſſigns (which ſaid Sir *Dennis Rolls* was Brother and Heir of the ſaid *Richard Rolls*, the Mortgagee in Fee who was then deceaſed) and alſo Deviſee and Reſiduary Legatee in his laſt Will and Teſtament named, and ſole acting Executor of the ſame Will. And whereas the ſaid Sir *Dennis Rolls*, in and by his laſt Will in Writing by him duly publiſhed, dated on or about the ſeventeenth Day of *March* 1732. did (among other Things) give and bequeath unto his Siſters the ſaid *Blanch Bitton* and *Celia Rolls*, and his Couſin the ſaid *Edgar Edwards*, their Heirs, Executors, Adminiſtrators and Aſſigns, all his Manors, Meſſuages, Hoſpital, Glebe Lands and Hereditaments in the Counties of *Rutland*, *Oxon*, *Wilts* and *Berks*; in Truſt to ſell the ſame for the equal Benefit of his ſaid Siſters *Blanch Bitton* and *Celia Rolls*, and of his four other Siſters, *Catherine* Wife of *Daniel Dent*, Eſq; *Elizabeth* Wife of *Francis Fount*, Eſq; *Grace* Wife of *Henry Hunt*, Eſq; and *Jane* Wife of *John Kent*, Eſq; in Manner in his ſaid Will mentioned and expreſſed. And whereas by Indentures of Leaſe and Releaſe, and Bargain and Sale (intended to be inrolled in Chancery) the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe and Bargain and Sale bearing even Date herewith, and made or mentioned to be made between the ſaid *Blanch Bitton*, *Celia Rolls* and *Edward Edgar*, of the firſt Part, the ſaid *Daniel Dent* and *Catherine* his Wife, *Francis Fount* and *Elizabeth* his Wife, *Henry Hunt* and *Grace* his Wife, and *John Kent* and *Jane* his Wife, of the ſecond Part, the ſaid *Ferdinando Folk* and *Hannah* his Wife, of the third Part, and the ſaid Sir *Gregory Granger* and *John Irons*, of the fourth Part, and Fine in the ſame Releaſe covenanted to be levied, the ſaid mortgaged Churches, Rectories, Parſonages, Meſſuages, Glebe Lands, Tithes, Hereditaments and Premiſſes (together with divers other Manors, Meſſuages, Lands and Hereditaments late of the ſaid Sir *Dennis Rolls* in the

A Mortgage in Fee of the Premiſſes recited.

An Aſſignment of the Mortgage-Term to a Truſtee for theMortgagee in Fee recited,

to attend the Freehold and Inheritance.

The Will of the Heir of the Mortagor recited, whereby he deviſed

to the Mortgagee who was his Heir.

The Will of that Deviſee and Heir recited, whereby he deviſed to three Truſtees (the Parties hereto of the ſecond Part) to ſell, &c.

The Purchaſe Deeds recited.

the ſaid County of *Rutland)* are for the Conſiderations in the ſame Indentures mentioned and expreſſed, abſolutely conveyed and aſſured, or mentioned to be conveyed and aſſured unto and to the Uſe of the ſaid *Ferdinando Folk*, Sir *Gregory Granger* and *John Irons*, their Heirs and Aſſigns, in Truſt and for the ſole and ſeparate Uſe and Benefit, and to be at the ſole and ſeparate Diſpoſe of the ſaid *Hannah Folk* in Manner in the ſame Releaſe and Bargain and Sale expreſſed, and upon other Truſts therein mentioned: Now this Indenture witneſſeth, that in Conſideration of the Premiſſes, and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to the ſaid *Andrew Alton* in Hand paid by the ſaid *Leonard Lemm* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Andrew Alton*, at the Requeſt and by the Direction and Appointment of the ſaid *Blanch Bitton*, *Celia Rolls* and *Edgar Edwards* (teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents) hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth (at the Nomination of the ſaid *Hannah Folk)* bargain, ſell, aſſign and ſet over unto the ſaid *Leonard Lemm*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Churches, Rectories, Parſonages, Meſſuages, Glebe Lands, Tithes, Hereditaments and Premiſſes in and by the ſaid Indenture of the ſaid ſeventh Day of *September* 1688. demiſed and granted as aforeſaid, or mentioned ſo to be, with their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Andrew Alton*, of, in, to or out of the ſame Premiſſes, every or any Part thereof, by Virtue of the ſame Indenture, or the Meſne Aſſignments thereof, or otherwiſe howſoever; To have and to hold the ſaid Churches, Rectories, Parſonages, Meſſuages, Glebe Lands, Tithes, Hereditaments, and all and ſingular other the Premiſſes hereby aſſigned or mentioned to be, with their Appurtenances, unto the ſaid *Leonard Lemm*, his Executors, Adminiſtrators and Aſſigns; from henceforth, for all the now Reſidue of the ſaid Term of five hundred Years therein, in Truſt nevertheleſs for the ſaid *Hannah Folk*, for her ſole and ſeparate Uſe and Benefit, and to be at her ſole and ſeparate Diſpoſe, notwithſtanding her Coverture, in Manner in the ſaid Indentures of Releaſe and Bargain and Sale, bearing even Date herewith, in that Behalf expreſſed, and to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes, ſo (together with the ſaid other Manors, Meſſuages, Lands and Hereditaments late of the ſaid Sir *Dennis Rolls)* conveyed and aſſured, or mentioned to be conveyed and aſſured unto and to the Uſe of the ſaid Truſtees of her the ſaid *Hannah*, their Heirs and Aſſigns, in Truſt for her as aforeſaid; and to be ſubſervient to the Truſts and Eſtates thereof, in and by the ſame Releaſe and Bargain and Sale mentioned and expreſſed, or referred unto; to the End to protect and preſerve the ſame Premiſſes from all meſne Charges and Incumbrances (if any be.) And the ſaid *Andrew Alton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Leonard Lemm*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Andrew Alton*, hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by Reaſon or Means whereof the Premiſſes herein before aſſigned, or any of them, or any Part thereof, or the ſaid Term of five hundred Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs, *&c.*

The Mortgage Term aſſigned by the Truſtee to a Truſtee for the Purchaſer.

to attend the Inheritance.

Covenant that he hath not done any Thing to incumber.

An Aſſignment of a Truſt-Term, created for raiſing Money, &c. *(the Truſts having been performed, and the Term ſince aſſigned to attend the Inheritance) to a Truſtee for a Purchaſer of thoſe and other Lands.* N° 4.

THIS Indenture quadrupartite made the twenty-third Day of *April* in the Year of our Lord 1734. and in the ſeventh Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King, *&c.* between *Adam Airey* of, *&c.* Mercer, of the firſt Part, *Brian Bell* of, *&c.* Joyner, of the ſecond Part, *Charles Carr*, of, *&c.* Eſq; of the third Part, and *David Dort* of, *&c.* Eſq; of the fourth Part.

A Truſt-Term for raiſing Money recited;

Part. Whereas Sir *Edmund Eans* of, *&c.* Bart. upon the Marriage of his eldeſt Son and Heir Apparent Sir *Francis Eans* with *Grace* the Daughter of Sir *James Jilks*, Knt. did by Indenture bearing Date on or about the ſixteenth Day of *May* 1672, ſettle and convey (among other Things) all thoſe ſeveral Parcels of Land containing together by Eſtimation ninety Acres or thereabouts, be the ſame more or leſs, lying and being in the Pariſhes of *Kenton* and *Leiton*, or one of them, in the ſaid County of *Middleſex*, and late or ſome Time in the Tenure or Occupation of *Nathaniel Nunns* or his Aſſigns, and lett to him at and under the yearly Rent of 20 *l.* and all Paſtures, Feedings, Common of Paſture, Woods, Underwoods, Eaſements, Waters, Profits, Commodities and Appurtenances thereto belonging, to divers Uſes and upon divers Truſts therein expreſſed, and amongſt others which are ſince deſtroyed by Act of Parliament, or otherwiſe determined, to the Uſe of *Obed Owen*, *Peter Prinn*, *Richard Ryme* and *Stephen Stert*, for the Term of three hundred Years, without Impeachment of Waſte, in Truſt for the raiſing the Sum of 4000 *l.* for the Daughter or Daughters of the ſaid Sir *Francis Eans* and *Grace Jilks* (on Failure of Iſſue Male between them) payable at the Day of their Marriage or Age of twenty-one Years, with Remainder to the ſaid Sir *Edmund Eans* and his Heirs; which ſaid Sum of 4000 *l.* has been long ſince raiſed and paid unto *Thiſbe Eans*, the only Daughter and Child of the ſaid Sir *Francis Eans* by the ſaid *Grace* his late Wife. And whereas by divers good and ſufficient Meſne Aſſignments and Aſſurances in the Law, and particularly by a certain Indenture quadrupartite of Aſſignment, bearing Date on or about the ſeventeenth Day of *June* 1714. and made or mentioned to be made between *Valentine Urton*, Citizen and Grocer of *London*, of the firſt Part, Sir *William Eans* of, *&c.* Bart. of the ſecond Part, the ſaid *Adam Airey* of the third Part, and the ſaid *Bryan Bell* of the fourth Part, the ſaid ſeveral Parcels of Land and Premiſſes above mentioned, with the Appurtenances, were aſſigned, or mentioned to be aſſigned unto the ſaid *Adam Airey*, his Executors, Adminiſtrators, and Aſſigns, for all the Reſidue of the ſaid Term of three hundred Years therein; in Truſt to attend the Freehold and Inheritance of the ſame Premiſſes then conveyed, or intended to be conveyed to the ſaid *Bryan Bell* and his Heirs; as in and by the ſaid recited Indentures and meſne Aſſignments, Relation being thereunto ſeverally had, may more fully appear. And whereas the ſaid *Charles Carr* hath lately bought and purchaſed of and from the ſaid *Bryan Bell*, the ſeveral Parcels of Land and Premiſſes above mentioned (with other Lands and Hereditaments) for the Sum or Price of 10000 *l.* of lawful Money of *Great Britain*; in Conſideration whereof, by Indentures of Leaſe and Releaſe, and Bargain and Sale intended to be inrolled in Chancery, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe and Bargain and Sale bearing even Date herewith, the Releaſe being quadrupartite, and made or mentioned to be made between the ſaid *Bryan Bell* and *B.* his Wife, of the firſt Part, *Xerxes Yarley* of, *&c.* Gent. of the ſecond Part, the ſaid *Charles Carr* of the third Part, *Abraham Dort* of, *&c.* Eſq; of the fourth Part, and Fine in the ſame Releaſe covenanted to be levied; all the ſaid purchaſed Lands, Hereditaments and Premiſſes are conveyed or aſſured, or mentioned or intended to be conveyed and aſſured unto and to the Uſe of the ſaid *Charles Carr*, his Heirs and Aſſigns for ever: Now this Indenture witneſſeth, that in Conſideration of the Premiſſes, and alſo for and in Conſideration of the Sum of 10 *s.* of like lawful Money to the ſaid *Adam Airey* in Hand paid by the ſaid *David Dort* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Airey*, at the Requeſt and by the Direction and Appointment of the ſaid *Bryan Bell* (teſtified by his being a Party to and executing theſe Preſents) hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth, at the Nomination of the ſaid *Charles Carr*, bargain, ſell, aſſign and ſet over unto the ſaid *David Dort*, his Executors, Adminiſtrators and Aſſigns, all the ſaid ſeveral Parcels of Land, Hereditaments and Premiſſes in and by the ſaid Indenture of Aſſignment of the ſeventeenth Day of *June* 1714. aſſigned unto the ſaid *Adam Airey*, his Executors, Adminiſtrators and Aſſigns as aforeſaid, or mentioned ſo to be, with their and every of their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Adam Airey*, of, in, to or out of the ſame Parcels of Lands, Hereditaments

and that the Truſts have been performed.

An Aſſignment of the Truſt-Term recited

to a Truſtee to attend the Inheritance.

The Purchaſe of the Premiſſes and other Lands, and Purchaſe Deeds recited.

The Truſtee aſſigns the Term to a Truſtee for the Purchaſer,

ments and Premiſſes, or any Part or Parcel thereof, by Virtue of the ſame Indenture, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Parcels of Lands, Hereditaments, and all and ſingular other the Premiſſes hereby aſſigned, or mentioned ſo to be, with their Appurtenances, unto the ſaid *David Dort*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of three hundred Years therein; in Truſt nevertheleſs for the ſaid *Charles Carr*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint; and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes; to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any ſuch there be.) And the ſaid *Adam Airey* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *David Dort*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Adam Airey* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Parcels of Land, Hereditaments and Premiſſes hereby aſſigned or mentioned ſo to be, or any Part thereof, or the ſaid Term of three hundred Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbred in any wiſe howſoever. In Witneſs, *&c.*

to attend the Inheritance,

and covenants that he has not incumbred.

An Aſſignment of two Mortgage-Terms, to ſeparate Truſtees for a Purchaſer under a Will and Decree in Chancery; with ſpecial Circumſtances more fully mentioned in the Margin. N° 5.

THIS Indenture quinquepartite made the ſixteenth Day of *May Anno Domini* 1718. and in the fourth Year of the Reign of our Sovereign Lord *George*, &c. between *Adam Axtol* of, *&c.* Gent. of the firſt Part, *Belin Birt* of, *&c.* Eſq; of the ſecond Part, *Chriſtopher Caton* of, *&c.* Clerk, and *Daniel Denton* of, *&c.* Smith, ſurviving Truſtees and Deviſees named in the laſt Will and Teſtament of *Edward Enley* late of, *&c.* aforeſaid, Gent. deceaſed, and *Edward Enley* of, *&c.* Eſq; Son and Heir of the ſaid *Edward Enley*, deceaſed, of the third Part, *George Grice*, of, *&c.* Eſq; of the fourth Part, and *Henry Hartly* and *James Jacks*, both of the Six Clerks Office, *London*, Gent. of the fifth Part. Whereas by Indenture bearing Date the ninth Day of *April* which was in the Year of our Lord 1677. and made or mentioned to be made between *Letitia Kenn* of, *&c.* Widow and Relict of *Matthew Kenn*, Gent. deceaſed, of the one Part, and the ſaid *Adam Axtol* by the Name of *Adam Axtol* of, *&c.* Gent. of the other Part; the ſaid *Letitia Kenn*, for the Conſiderations therein mentioned, did grant, bargain, ſell and demiſe unto the ſaid *Adam Axtol*, his Executors, Adminiſtrators and Aſſigns, All that the Manor of *Nunton*, with all Manner of Sheep-Commons, Cow-Commons, Fiſheries, Privileges, Emoluments and Advantages thereunto belonging in the ſaid County of *Oxon*, and all that the Manſion-houſe of *Nunton* wherein the ſaid *Matthew Kenn* then lately dwelt, together with the Orchards, Outhouſes, Stables, Barns and Gardens thereunto adjoining or in any wiſe appertaining, [*Here more Parcels*] All which Premiſſes, are ſituate, lying and being within the Pariſh or Precinct of *Nunton* aforeſaid, and all the Eſtate, Right, Title and Intereſt of her the ſaid *Letitia Kenn*, of, in and to the Premiſſes, and every or any Part thereof; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the Premiſſes; To hold unto the ſaid *Adam Axtol*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *Michael* the Archangel next enſuing the Date of the ſaid Indenture, for the Term of three hundred Years without Impeachment of Waſte, at and under the yearly Rent of a Pepper-Corn; under a Proviſo to be void on Payment of the Sum of 500 *l.* principal Money and Intereſt for the ſame at the Rate of 6 *l. per Cent. per Annum* by the ſaid *Letitia Kenn*, her Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Adam Axtol*, his Executors, Adminiſtrators or Aſſigns, at a Day therein for that Purpoſe mentioned, and long ſince paſt; as by the ſaid recited Indenture, Relation being thereunto had, may more at large appear. And whereas the ſaid Sum of five hundred Pounds principal Money, or any Part thereof, was not paid at the Time in the ſaid recited Proviſo limited for Payment thereof,

A Mortgage for Years recited,

and that the Money was not paid,

thereof, whereby the ſaid Term and Eſtate of three hundred Years of and in the Premiſſes became abſolute in Law in the ſaid *Adam Axtol.* And whereas the ſaid *Adam Axtol* did afterwards purchaſe to him and his Heirs in his own Name, or in the Name of ſome other Perſon or Perſons in Truſt for him, the Fee-Simple and Inheritance, and Right and Equity of Redemption of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes. And whereas by Indenture tripartite bearing Date the ſixteenth Day of *June* which was in the Year of our Lord 1698. and made or mentioned to be made between the ſaid *Adam Axtol* and *Olivia* his Wife, of the firſt Part, *Price Purton*, of, *&c.* Eſq; and *Quarles Quern* of, *&c.* Eſq; of the ſecond Part, and *Robert Ryley* of, *&c.* Eſq; of the third Part, and by one Fine *ſur Conuzance de droit come ceo, &c.* in the ſame Indenture covenanted to be levied (and which was afterwards levied accordingly) the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes for the Conſiderations in the ſaid laſt mentioned Indenture expreſſed, were limited, or intended and agreed to be limited, to the Uſe of the ſaid *Adam Axtol,* his Executors, Adminiſtrators and Aſſigns, for the Term of five hundred Years without Impeachment of Waſte, for ſecuring to him and them the Payment of the Sum of 800 *l.* principal Money and Intereſt by the ſaid *Robert Ryley*, his Heirs, Executors or Adminiſtrators, at certain Days and Times for that Purpoſe limited in a Proviſo in the ſame Indenture contained (being Part of the Sum of 1000 *l.* in and by the ſame Indenture agreed to be paid by the ſaid *Robert Ryley* to the ſaid *Adam Axtol*, for the Purchaſe of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and other the Premiſſes; and after the Expiration of the ſaid Term of five hundred Years, and ſubject to the ſame, to the Uſe and Behoof of the ſaid *Robert Ryley*, his Heirs and Aſſigns. And whereas by one other Indenture tripartite alſo bearing Date the ſaid ſixteenth Day of *June* 1698. and made or mentioned to be made between the ſaid *Adam Axtol* of the firſt Part, the ſaid *Robert Ryley* of the ſecond Part, and *Samuel Souch* of, *&c.* Eſq; ſince deceaſed, and the ſaid *Belin Birt* of the third Part, reciting as therein is recited, and for the Conſiderations therein mentioned, the ſaid *Adam Axtol*, at the Requeſt and Nomination of the ſaid *Robert Ryley*, did bargain, ſell, aſſign and ſet over unto the ſaid *Samuel Souch* and *Belin Birt*, the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes; To hold unto them the ſaid *Samuel Souch* and *Belin Birt*, their Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of three hundred Years, in Truſt for the Benefit of him the ſaid *Adam Axtol*, his Executors, Adminiſtrators and Aſſigns, for the further ſecuring to him and them the ſaid Sum of 800 *l.* and the Intereſt thereof; and after full Satisfaction and Payment thereof, then in Truſt for the ſaid *Robert Ryley*, his Heirs or Aſſigns, to go with and be attendant upon the Reverſion and Inheritance of the ſaid Manor, Lands and Premiſſes; as by the ſaid two laſt recited Indentures and Fine, Relation being thereunto reſpectively had, may more fully and at large appear. And whereas the ſaid Sum of 800 *l.* principal Money, or any Part thereof, was not paid at the Days and Times in the ſaid laſt mentioned Proviſo limited for Payment thereof, whereby the ſaid ſeveral Terms and Eſtates of five hundred Years and three hundred Years, of and in the Premiſſes, became abſolute in Law in the ſaid *Adam Axtol* and his ſaid Truſtees. And whereas the ſaid *Edward Enley* deceaſed, afterwards purchaſed to himſelf and his Heirs, of and from the ſaid *Robert Ryley*, the Fee-Simple and Inheritance, and Right and Equity of Redemption of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, by Indentures of Leaſe and Releaſe bearing Date reſpectively the ſixteenth and ſeventeenth Days of *May* which was in the Year of our Lord 1709. And whereas the ſaid *Edward Enley*, deceaſed, did in and by his laſt Will and Teſtament in Writing duly executed, bearing Date on or about the thirteenth Day of *December* which was in the Year of our Lord 1711. give and deviſe to his Friend *Thomas Tate* of the *Middle Temple*, *London*, Eſq; (ſince deceaſed) and the ſaid *Chriſtopher Caton* and *Daniel Denton*, and to their Heirs and Aſſigns for ever (among other Lands and Hereditaments) all the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, in Truſt by Sale or Mortgage of the ſame, or any Part thereof, to raiſe Money for all his Debts, and to pay his Daughters Portions and other Legacies thereby by him deviſed, together with his Funeral Charges; and of his ſaid Will made his Son *Edward Enley* Party hereunto, and the

and that the Mortgagee purchaſed the Inheritance.

Another Mortgage for Years to the ſame Mortgagee and Purchaſer, of the ſame Lands, *&c.* by another Purchaſer.

An Aſſignment of the firſt Term to a Truſtee for the ſecond Purchaſer,

ſubject to the Payment of the Money ſecured by the ſecond Term,

and that this Money has not been paid.

Another Purchaſe of the Inheritance recited.

The Will of the laſt Purchaſer recited,

deviſing *(inter alia)*

the Premiſſes, to ſell, *&c.*

to pay Portions, *&c.*

ſaid *Thomas Tate*, *Chriſtopher Caton* and *Daniel Denton* Executors; as by the ſaid recited Will, Relation being thereunto had, may (among other Things therein contained) more fully and at large appear. And whereas the ſaid *Price Purton* hath purchaſed or agreed to purchaſe to him and his Heirs, (among other Lands and Hereditaments) the ſaid Manor, Meſſuages, Lands, Tenements and Premiſſes, with their Appurtenances, for the Sum of 5000 *l.* under a Decree of the High Court of Chancery for that Purpoſe made, bearing Date on or about the ſixth Day of *February* which was in the third Year of his preſent Majeſty's Reign; which ſaid Sum of 5000 *l.* he the ſaid *Price Purton* hath in Purſuance of the ſaid Decree brought before, and paid to *Venter Uling*, Eſq; one of the Maſters of the ſaid Court, to be by him applied and diſpoſed of for the Purpoſes in the ſaid Decree and laſt Will of the ſaid *Edward Enley*, deceaſed, mentioned, as by certain Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being tripartite, bearing even Date herewith, and made or mentioned to be made between the ſaid *Chriſtopher Caton* and *Daniel Denton* of the firſt Part, the ſaid *Edward Enley* Party hereunto of the ſecond Part, and the ſaid *Price Purton* and *William Waley*, Gent. of the third Part, may appear. And whereas there is now due and owing to the ſaid *Adam Axtol*, for Principal and Intereſt upon his ſaid ſeveral recited Securities, the Sum of 850 *l.* and no more; Now this Indenture witneſſeth, That for and in Conſideration of the ſaid Sum of 850 *l.* of lawful Money of *Great-Britain* to the ſaid *Adam Axtol* in Hand paid by the ſaid Maſter, by and out of the ſaid Sum of 5000 *l.* ſo brought before him as aforeſaid, in full of all principal Money and Intereſt due and owing to him the ſaid *Adam Axtol* upon his ſaid recited Securities; the Receipt and Payment of which ſaid Sum of 850 *l.* he the ſaid *Adam Axtol* doth hereby acknowledge; and for and in Conſideration of the Sum of five Shillings of like lawful Money to the ſaid *Belin Birt* in Hand paid by the ſaid *Henry Hartly* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Belin Birt*, at the Requeſt and by the Direction and Appointment of the ſaid *Adam Axtol*, *Chriſtopher Caton*, *Daniel Denton* and *Edward Enley* Parties hereunto, teſtified by their being made Parties to and Sealing and Delivering of theſe Preſents, hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth, at the Nomination of the ſaid *Price Purton*, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Henry Hartly*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in and by the ſaid firſt recited Indenture granted, bargained, ſold and demiſed, or mentioned or intended ſo to be, with their and every of their Appurtenances; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever both in Law and Equity of him the ſaid *Belin Birt*, of, in, to or out of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by Force and Virtue of the ſaid firſt recited Indenture, and the meſne Aſſignments thereof or otherwiſe howſoever; To have and to hold the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned to be hereby aſſigned, with their Appurtenances, unto the ſaid *Henry Hartly*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of three hundred Years; in Truſt nevertheleſs for, and for the only Benefit of the ſaid *Price Purton*, his Heirs and Aſſigns, and to attend, wait upon, and go along with the Reverſion or Remainder and Inheritance thereof (among other Lands and Hereditaments conveyed or intended to be conveyed to the ſaid *Price Purton*, his Heirs and Aſſigns, in and by the ſaid Indenture tripartite of Releaſe, bearing even Date herewith as aforeſaid;) to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch ſhall be. And the ſaid *Belin Birt* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Henry Hartly*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Belin Birt* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby

Recital of the new Purchaſe of the Premiſſes (*inter alia*) under a Decree in Chancery,

and that the Money is paid in,

and of the Purchaſe Deeds,

and what is due to the firſt Mortgagee.

The Aſſignment of the firſt Mortgage Term by the Truſtee to a Truſtee for the Purchaſer.

Habendum

to attend the Inheritance.

Covenant by the Truſtee of the Term that he has not incumbered.

whereby or by Means whereof the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes before mentioned to be hereby aſſigned, or any of them, or any Part thereof, or the ſaid Term of three Hundred Years therein is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered in Title, Charge, Eſtate or otherwiſe howſoever. And this Indenture further witneſſeth, that for the Conſiderations aforeſaid, and for and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to the ſaid *Adam Axtol* in Hand paid by the ſaid *James Jacks* at or before the Enſealing and Delivery hereof, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Axtol*, at the Requeſt and by the Direction and Appointment of the ſaid *Chriſtopher Caton*, *Daniel Denton*, and *Edward Enley* Party hereunto, teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents, hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth, at the Nomination of the ſaid *Price Purton*, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *James Jacks*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby aſſigned, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof; and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever both at Law and Equity, of him the ſaid *Adam Axtol*, of, in, to or out of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by Force or Virtue of the ſaid ſeveral recited Indentures and Fine, and every or any of them, or otherwiſe howſoever, together with the ſame Indentures and Fine; To have and to hold the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *James Jacks*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of five Hundred Years, and of all ſuch other Terms, Eſtates and Intereſts as he the ſaid *Adam Axtol*, or any other Perſon or Perſons in Truſt for him, have or hath therein; in Truſt nevertheleſs for, and for the only Benefit of the ſaid *Price Purton*, his Heirs and Aſſigns, and to attend, wait upon and go along with the Reverſion, or Remainder and Inheritance of the ſame Premiſſes (among other Lands and Hereditaments) conveyed or intended to be conveyed to the ſaid *Price Purton*, his Heirs and Aſſigns as aforeſaid, to the End to protect and preſerve the ſame from all Meſne Charges and Incumbrances, if any ſuch ſhall be. And the ſaid *Adam Axtol* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *James Jacks*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Adam Axtol* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, hereby or mentioned or intended to be hereby aſſigned, or any of them, or any Part thereof, or the ſaid two ſeveral Terms of three Hundred Years and five Hundred Years therein, or either of them, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever, except the ſaid recited Indenture Tripartite of Aſſignment made to the ſaid *Samuel Souch* and *Belin Birt*, their Executors, Adminiſtrators and Aſſigns as aforeſaid. In Witneſs, *&c.*

The Aſſignment to a Truſtee for Purchaſer, by the firſt Mortgagee,

to attend the Inheritance;

and covenant againſt Incumbrances of each Term,

with Exception.

N° 6. *An Aſſignment of a Term to attend the Inheritance, to be indorſed on a Deed containing a former Aſſignment of the ſame. The Truſtee aſſigns by Direction,* &c. *to a Truſtee,* &c. *for a Purchaſer.*

TO all to whom theſe Preſents ſhall come, the within named *Andrew Airne* and *Benjamin Berne* ſend Greeting. Know ye, that in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to the ſaid *Benjamin Berne* in Hand paid by *Daniel Carter* of *London*, Eſq; at or before the Executing theſe Preſents,

ſents, the Receipt whereof is hereby acknowledged, he the ſaid *Benjamin Berne*, at the Requeſt and by the Direction and Appointment of the ſaid *Andrew Airne* (teſtified by his Executing theſe Preſents) hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, ſell, aſſign and ſet over unto the ſaid *Daniel Carter*, his Executors, Adminiſtrators and Aſſigns, all and ſingular the Manors, Meſſuages, Lands, Tenements and Hereditaments, in and by the within written Indenture aſſigned, or mentioned to be aſſigned unto the ſaid *Benjamin Berne*, his Executors, Adminiſtrators and Aſſigns, with their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term and Terms for Years, Truſt, Property, Claim and Demand whatſoever of him the ſaid *Benjamin Berne*, of, in, to or out of the ſaid Manors, Meſſuages, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof; To have and to hold the ſaid Manors, Meſſuages, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Daniel Carter*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the now Reſidue of the within mentioned Term of five Hundred Years therein; in Truſt nevertheleſs for the ſaid *Andrew Airne*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint; and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any be); And the ſaid *Benjamin Berne* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Daniel Carter*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Benjamin Berne* hath not done or committed any Act, Matter or Thing, by Means whereof the Premiſſes hereby aſſigned, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered in any wiſe howſoever. In Witneſs, *&c.*

The Aſſignment.

To attend the Inheritance;

and covenants againſt Incumbrances,

An Aſſignment of a Term by an Executrix in Truſt, by the Ceſtuy que Truſts *of the Term, and by another Executrix and Adminiſtratrix, to a Truſtee for the Purchaſer of the Inheritance (the Term being of a fourth Part of Manors,* &c.) *Part of the Money to be ſecured by the Purchaſer for a Minor or Lunatic, who is one of the* Ceſtuy que Truſts. N° 7.

THIS Indenture tripartite made the ſeventeenth Day of *May Anno Domini* 1720. and in the ſixth Year of the Reign of our Sovereign Lord *George* by the Grace of God King of *Great Britain*, *&c.* between *Amy Addley* Widow, Relict and ſurviving Executrix of the laſt Will and Teſtament of *Benjamin Addley* late of *Lincoln's Inn* in the County of *Middleſex*, Eſq; deceaſed, *Charles Craig* of *London* Grocer, and *Denia* his Wife, one of the two Daughters of the ſaid *Benjamin Addley*, *Edward Endford* of *Lincoln's Inn* aforeſaid Gent. who intermarried with *Frances* the other Daughter of the ſaid *Benjamin Addley* (which *Frances* is lately deceaſed) and *Grace Greg*, Widow and Relict of *Henry Greg*, late of, *&c.* Eſq; deceaſed, and Adminiſtratrix with the Will annexed, of the Goods and Chattels of *James Addley* late of, *&c.* Gent. her late Father deceaſed, unadminiſtered by *Luna Addley* his Relict and ſole Executrix alſo deceaſed, and alſo Adminiſtratrix with the Will annext, of the Goods and Chattels of the ſaid *Luna Addley* unadminiſtered by Sir *Matthew Mayne* late of, *&c.* Knight, alſo deceaſed, late Brother and ſole Executor of her the ſaid *Luna Addley*, of the firſt Part; *Nathaniel Odle* of *Purton* in the County of *Rutland*, Gent, of the ſecond Part; and *Prior Querne* of *Lincoln's Inn* aforeſaid, Eſq; of the third Part. Whereas the ſaid *Amy Addley*, as ſurviving Executrix of the ſaid *Benjamin Addley*, is and ſtands poſſeſſed of, and intereſted in the Reſidue of a certain Term of three Hundred Years without Impeachment of Waſte, of and in the fourth Part of the Manor, Meſſuages, Lands, Tenements and Hereditaments; of which Manors, Meſſuages, Lands, Tenements and Hereditaments a fourth Part is herein after mentioned to be hereby aſſigned; commencing on or about the ſeventeenth Day of *May* which was in the Year of our Lord 1688. in Truſt for *Richard Addley* Son of the ſaid

Recital of the Title of the Executrix.

and of the Agreement for the Purchaſe:

Benjamin Addley, the ſaid *Charles Craig*, and *Denia* his Wife, *Edward Endford* and *Grace Greg*, ſome or one of them. And whereas the ſaid *Prior Querne* hath lately contracted and agreed for the abſolute Purchaſe of the Fee-Simple and Inheritance of the ſame fourth Part of the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments for the Sum of 3000 *l.* of lawful Money of *Great Britain* to be paid, or ſecured to be paid in Manner following. Now this Indenture witneſſeth, that for and in Conſideration of the Sum of 2500 *l.* of lawful Money of *Great Britain* to the ſaid *Grace Greg* (by the Direction, and with the Privity, Conſent and Agreement of the ſaid *Amy Addley*, *Charles Craig* and *Denia* his Wife, and *Edward Enford*, teſtified by their being Parties to and their Sealing and Delivery of theſe Preſents) in Hand at or before the Sealing and Delivery hereof paid by the ſaid *Prior Querne*, the Receipt whereof the ſaid *Grace Greg* doth hereby acknowledge, and thereof, and of every Part and Parcel thereof doth acquit, releaſe and diſcharge the ſaid *Prior Querne*, his Heirs, Executors, Adminiſtrators and Aſſigns for ever by theſe Preſents; and in Conſideration of the further Sum of 500 *l.* of like lawful Money of *Great Britain* by the ſaid *Prior Querne* ſecured, or to be ſecured to be paid to the ſaid *Richard Addley* or his legal Repreſentatives, when and as ſoon as the ſaid *Richard Addley* (who at preſent is uncapable of being a Party or joining in theſe Preſents) or ſuch his legal Repreſentatives ſhall well and ſufficiently convey and aſſure all his and their Right, Title, Intereſt, Claim and Demand of, in and to the Premiſſes, unto the ſaid *Prior Querne*, or as he, his Heirs or Aſſigns, ſhall in that Behalf direct or appoint, together with Intereſt for the ſame at the Rate of 4 *l. per Cent. per Annum* in the mean Time, and until Payment thereof; (which ſaid Sum of 2500 *l.* and 500 *l.* making together the ſaid Sum of 3000 *l.* are the Sums of 2500 *l.* and 500 *l.* mentioned to be paid, and to be ſecured in Manner aforeſaid, in and by an Indenture of Releaſe of eight Parts bearing even Date herewith, and made or mentioned to be made between *Stephen Stent* of, *&c.* Eſq; *Thomas Tatum*, late of, *&c.* Eſq; and *Villers Tatum*, Gent. Son and Heir apparent of the ſaid *Thomas Tatum* of the firſt Part, *William Craig* Citizen and Grocer of *London*, the ſaid *Amy Addley*, *Charles Craig* and *Denia* his Wife, *Edward Endford* and *Grace Greg* of the ſecond Part, *William Watts* of, *&c.* Eſq; of the third Part, *Anne Wruton* of, *&c.* Spinſter, of the fourth Part, *Belin Bruton* of, *&c.* Eſq; of the fifth Part, *Catherine Crayton* of, *&c.* Widow, of the ſixth Part, Sir *Denzil Dunn* of, *&c.* Bart. and Sir *Edmund Ellſon* of, *&c.* Bart. of the ſeventh Part, and the ſaid *Prior Querne* of the eighth Part; purporting a Grant and Releaſe of the Freehold and Inheritance of the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments (one fourth Part whereof is hereby mentioned to be hereby aſſigned) with their and every of their Appurtenances, unto the ſaid *Prior Querne*, his Heirs and Aſſigns; And alſo in Conſideration of the Sum of 5 *s.* of like Money to the ſaid *Amy Addley*, *Charles Craig* and *Denia* his Wife, *Edward Endford* and *Grace Greg* in Hand paid by the ſaid *Nathaniel Odle*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby alſo acknowledged, ſhe the ſaid *Amy Addley*, at the Requeſt, and by the Direction and Appointment of the ſaid *Charles Craig* and *Denia* his Wife, *Edward Enford* and *Grace Greg*, teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents; and alſo they the ſaid *Charles Craig* and *Denia* his Wife, *Edward Endford* and *Grace Greg* have, and each and every of them hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents do, and each and every of them doth, at the Nomination of the ſaid *Prior Querne* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Nathaniel Odle*, his Executors, Adminiſtrators and Aſſigns, All that one full and undivided fourth Part (the whole in four equal Parts to be divided) of and in all thoſe the Manors of *Fernley*, otherwiſe *Gendon*, *Hunton* and *Jempton*, with their and every of their Appurtenances in the ſaid County of *Kent*; and alſo one full fourth Part of and in all thoſe Meſſuages, Lands, Tenements and Hereditaments, ſituate, lying and being in *Fernley* or elſewhere in the ſaid County of *Kent*, ſometime heretofore in the ſeveral Tenures or Occupations of *Thomas Tatam* deceaſed, *&c.* and of and in all and ſingular other the Meſſuages, Lands, Rents, Tithes, Tenements and Hereditaments whatſoever, ſituate, lying and being within the Towns, Pariſhes, Fields, Precincts or Territories of *Gendon*, *Fernley* and *Jempton*, and every or any of them, or elſewhere in the ſaid County

The Conſideration of this Aſſignment:

Part of the Money to be ſecured for a Minor or Lunatick.

The preſent Conſideration is the ſame Money as is mentioned in the Indenture of Releaſe and Purchaſe.

The Aſſignment by Executrix and *Ceſtuy que Truſts*, *&c.*

To a Truſtee for the Purchaſer.

County of *Kent*; which by Indenture bearing Date the 17th Day of *May* which was in the Year of our Lord 1688. and made or mentioned to be made between *Leonard Lane* of *Lincoln's Inn* aforeſaid, Eſq; of the one Part, and the ſaid *Benjamin Addley* of the other Part, were (among other Things) granted and demiſed, or mentioned or intended to be granted and demiſed by the ſaid *Leonard Lane* to the ſaid *Benjamin Addley*, his Executors, Adminiſtrators and Aſſigns, from henceforth for the Term of three hundred Years, without Impeachment of Waſte; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid fourth Part of and in the ſaid Manors, Meſſuges, Lands, Tenements, Hereditaments and Premiſſes, and every Part thereof; and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid *Amy Addley*, *Charles Craig* and *Denia* his Wife, *Edward Enford* and *Grace Greg*, and of every or any of them, of, in, to or out of the ſame fourth Part, or any Part or Parcel thereof; To have and to hold the ſaid fourth Part of and in the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Nathaniel Odle*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of three hundred Years therein; in Truſt nevertheleſs for, and for the only Benefit of the ſaid *Prior Querne*, his Heirs and Aſſigns; and to attend, wait upon and go along with the Reverſion or Remainder and Inheritance of the hereby aſſigned Premiſſes, conveyed or intended to be conveyed (together with all the other Parts and Shares thereof) to the ſaid *Prior Querne*, his Heirs and Aſſigns, in and by the ſaid Indenture of Releaſe of eight Parts bearing even Date herewith as aforeſaid; to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be. And the ſaid *Amy Addley* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Nathaniel Odle*, his Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *Amy Addley* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes mentioned, or intended to be hereby aſſigned, or any Part thereof, or the ſaid Term of three hundred Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs, *&c.*

To attend the Inheritance.

Covenant by the Executrix that ſhe has not incumbered.

An Aſſignment of a Mortgage-Term (by Indorſement) by the Mortgagee, to a Truſtee for himſelf; to prevent a Merger, on his Purchaſe of the Inheritance. N° 8.

WHEREAS there is now due and owing to the within named *Arthur Aſh*, by and from *Benjamin Butts* Party to the within written Indenture, for Principal Money and Intereſt upon the within written Mortgage, and for other Monies by the ſaid *Arthur Aſh* ſince lent and paid unto or for the ſaid *Benjamin Butts*, the Sum of 550 *l.* And whereas the ſaid *Arthur Aſh* hath contracted and agreed with the ſaid *Benjamin Butts* for the abſolute Purchaſe of the Fee-Simple and Inheritance and Equity of Redemption of the within mortgaged Meſſuages, Lands and Hereditaments, and of all the Part and Share of him the ſaid *Benjamin Butts* of and in the ſame, for the Sum of 700 *l.* of lawful Money of *Great Britain*, (in which the ſaid Sum of 550 *l.* is to be included and compriſed); which ſaid purchaſed Premiſſes are intended to be forthwith conveyed and aſſured by the ſaid *Benjamin Butts* unto and to the Uſe of the ſaid *Arthur Aſh* and his Heirs. Now know all Men by theſe Preſents, That to the End and Intent that the within mentioned Term of five hundred Years may not be merged or extinguiſhed in the Freehold and Inheritance of the ſaid mortgaged Premiſſes, when the ſame ſhall be ſo conveyed as aforeſaid, but may be kept on Foot for the Purpoſe herein after mentioned, the ſaid *Arthur Aſh*, in Conſideration of the Sum of 5 *s.* of like Money to him paid by *Charles Cray* of *Dilton* in the County of *Eſſex*, Eſq; at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, hath bargained,

Recital of what is now due,

and that the Mortgagee hath contracted with the Mortgagor for the Purchaſe of the Inheritance.

The Aſſignment of the Term,

by the Mortgagee,

gained, ſold and aſſigned, and by theſe Preſents, with the Privity and Conſent of
to his own Truſtee, the ſaid *Benjamin Butts* (teſtified by his Sealing and Delivery thereof) doth bargain, ſell and aſſign unto the ſaid *Charles Cray*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuages, Lands, Tenements, Parts, Shares and Hereditaments within limited, or mentioned to be limited, to the Uſe of the ſaid *Arthur Aſh*, his Executors, Adminiſtrators and Aſſigns, for the ſaid Term of five hundred Years, with their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, of him the ſaid *Arthur Aſh*, of, in, to or out of the ſame Premiſſes, or any Part thereof, by Virtue of the ſaid within written Indenture and Recovery, within mentioned, or agreed to be ſuffered, or either of them; To have and to hold the ſaid Meſſuages, Lands, Tenements, Parts, Shares, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby aſſigned, with their Appurtenances, unto the ſaid *Charles Cray*, his Executors, Adminiſtrators and Aſſigns, from henceforth for all the now
to attend the Inheritance. Reſidue of the ſaid Term of five hundred Years therein; in Truſt nevertheleſs for the ſaid *Arthur Aſh*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint; and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes ſo intended to be to him and them conveyed as aforeſaid; to the End to protect and preſerve the ſame from all Meſne Charges and Incumbrances (if any be). In Witneſs whereof the ſaid *Arthur Aſh* and *Benjamin Butts* have hereunto ſet their Hands and Seals, this twenty-ſixth Day of *September* 1734.

N° 9. *An Aſſignment of a Term by the ſurviving Truſtee, to a Truſtee for the Purchaſer; ſhe being a Feme Covert, and purchaſing the Inheritance in the Names of Truſtees.*

Recital that the Term is veſted in one Truſtee by Survivorſhip, and that by the Death of an Infant *ſans* Iſſue, a Moiety of the Freehold of thoſe and other Lands are come to his Aunt and her Huſband, as ſhe is one of his Aunts, and Heir, and the other Moiety to a Deviſee in Fee of the other Aunt. Indentures of Leaſe and Releaſe and Aſſignment recited, and Fine,

WHEREAS the within named *Aaron Allen* is ſome Time ſince dead, by Means whereof the now Reſidue of the within mentioned Term of three hundred Years of and in the Meſſuages, Lands and Hereditaments within mentioned is wholly come to and veſted in the within named *Benjamin Brown*, by Right of Survivorſhip. And whereas the within named Sir *Chriſtopher Rolls*, the Infant, is ſome Time ſince dead without Iſſue, and one full and undivided Moiety or half Part (the whole in two equal Parts to be divided) of the Freehold and Inheritance of the ſaid Meſſuages, Lands and Hereditaments (together with other Lands and Hereditaments late of the ſaid Sir *Chriſtopher Rolls*) is now come to and legally veſted in *Abraham Arne* of, *&c.* and *Belinda Arne* his Wife, or one of them, in her Right, as ſhe is one of the two Aunts and Heirs at Law of the ſaid Sir *Chriſtopher Rolls*; and the other undivided Moiety or half Part thereof is now come to and veſted in *Catherine Carey* of, *&c.* as Deviſee in Fee, named in the laſt Will and Teſtament of *Delia Carey*, Widow, her late Mother, deceaſed, who was the other Aunt and Heir at Law of the ſaid Sir *Chriſtopher Rolls*. And whereas by Indentures of Leaſe and Releaſe and Aſſignment, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe and Aſſignment bearing even Date herewith, and made or mentioned to be made between the ſaid *Abraham Arne* and *Belinda* his Wife and *Catherine Carey* of the firſt Part, *Daniel Carey*, Eſq; *Edward Enford*, Eſq; and *Frances* his Wife, *George Carey*, &c. *Henry Carey*, &c. and *Jane Carey* of the ſecond Part, *Lawrence Lund* of, *&c.* Eſq; and *Martha Lund* his Wife, of the third Part, and Sir *Nathan Noon*, Bart. and *Peter Orford*, Eſq; of the fourth Part, and Fine in the ſame Releaſe covenanted to levied; in Conſideration of 10000 *l.* (Part of the ſeparate Eſtate and Monies of the ſaid *Martha Lund*) in the ſaid Releaſe and Aſſignment mentioned to be paid or ſecured unto the ſaid *Abraham Arne* and *Belinda* his Wife, and *Catherine Carey*, or by their Order and Direction, in the Proportions therein mentioned, the ſaid within mentioned
whereby the Premiſſes (*inter alia*) are conveyed and aſſigned to Truſtees for a Feme Covert. Meſſuages, Lands and Hereditaments, (together with divers other Freehold and Leaſehold Meſſuages, Lands, Tithes and Hereditaments) with their Appurtenances, are conveyed, aſſigned and aſſured unto and to the Uſe of the ſaid *Lawrence Lund*, *Nathan Noon* and *Peter Orford*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, (ſubject as is therein mentioned) in Truſt for the ſole and

 ſeparate

ſeparate Uſe and Benefit, and to be at the ſole and ſeparate Diſpoſal of the ſaid *Martha Lund*, in Manner in the ſaid Releaſe and Aſſignment mentioned, and upon other the Truſts therein expreſſed. Now know all Men by theſe Preſents, That in Conſideration of the Premiſſes, and in Conſideration of 10*s.* of lawful Money of *Great Britain* to the ſame *Benjamin Brown* in Hand paid by *Daniel Dant* of, *&c.* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, the ſaid *Benjamin Brown*, at the Requeſt and by the Direction and Appointment of the ſaid *Abraham Arne* and *Belinda* his Wife and *Catherine Carey*, and with the Privity and Conſent of the ſaid *Lawrence Lund* (teſtified by their Signing and Sealing of theſe Preſents) hath bargained, ſold and aſſigned, and by theſe Preſents doth (at the Nomination of the ſaid *Martha Lund)* bargain, ſell and aſſign unto the ſaid *Daniel Dant*, his Executors, Adminiſtrators, and Aſſigns all and every the ſaid Meſſuages, Lands and Hereditaments within mentioned, with their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term of Years, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Benjamin Brown*, of, in, to or out of the ſame Meſſuages, Lands, Hereditaments and Premiſſes, or any Part thereof, by Virtue of the within written and within recited Indentures, or any of them, or otherwiſe howſoever; To have and to hold the ſaid Meſſuages, Lands, *&c.* hereby aſſigned, or mentioned ſo to be, with their Appurtenances, unto the ſaid *Daniel Dant*, his Executors, Adminiſtrators and Aſſigns, from henceforth for all the now Reſidue of the ſaid Term of three hundred Years therein; in Truſt nevertheleſs for the ſaid *Martha Lund*, for her ſole and ſeparate Uſe and Benefit, and to be at her ſole and ſeparate Diſpoſal, notwithſtanding her Coverture, in Manner in the ſaid Releaſe mentioned, and to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes, ſo (together with the ſaid other purchaſed Premiſſes) conveyed to the ſaid Truſtees of her the ſaid *Martha Lund* as aforeſaid, and to be ſubſervient to the Truſts and Eſtates thereof, in and by the ſaid Indenture of Releaſe expreſſed and declared, or to be by her the ſaid *Martha Lund* directed, limited or appointed, in Purſuance of the Powers and Authorities to her in and by the ſame Releaſe reſerved and given; to the End to protect and preſerve the ſame Premiſſes from all meſne Charges and Incumbrances, if any be. And the ſaid *Benjamin Brown* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Daniel Dant*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Benjamin Brown* hath not done, committed or ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the Premiſſes herein before aſſigned, or any Part thereof, or the ſaid Term of three hundred Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. In Witneſs whereof the ſaid *Benjamin Brown*, *Abraham Arne* and *Belinda* his Wife, *Catherine Carey*, *Lawrence Lund* and *Martha Lund* have hereunto ſet their Hands and Seals, *&c.* the tenth of *November* 1734.

The ſurviving Truſtee of the Term, by Direction of the Vendors of this Moiety, aſſign to a Truſtee for the Purchaſer,

to attend the Inheritance,

and covenants that he hath not incumbered.

See **Charitable Uſes**, **Declarations of Truſt**, **Marriage Articles**, **Marriage Settlements**, **Mortgages**, **Releaſes**, **Settlements**.

Uſes, See **Truſts**, and the Titles there referred to.

Wills and Codicils.

N° 1. *A Will of Real and Perſonal Eſtate; An Additional Portion to a married Daughter, to be accepted in Lieu of Claim under the Cuſtom of* London. *Rent-Charges to Truſtees in Favour of three married Daughters, for their ſeparate Uſe.* Eaſt-India *Stock to the Truſtees, for the Benefit of the Daughters, and their reſpective Children; Remainder over to a Grandſon. Money to be laid out in Lands, to be conveyed to a Corporation, in Truſt for a Charity, and to repair a Monument. An Appointment of Money among his Children; in Purſuance of a Power. Deviſe of Lands to a Son in Fee, ſubject to the Rent-Charges.* Reſiduum *of Perſonal Eſtate to the ſame Son; who is appointed ſole Executor.*

The Teſtator made two Parts of his Will.

THIS is the laſt Will and Teſtament of me Sir *Adam Aſton* of *London*, Bart. one of the Aldermen of the City of *London*, of which Will I have cauſed two Parts to be written, both of the ſame Tenor, Words and Form. Firſt, I deſire that my Body may be interred in the moſt private Manner, at the Diſcretion of my Executor herein after named. And whereas my Daughter Dame *Bona Bell*, Wife of Sir *Edmund Bell*, Knt. had only 3000 *l.* at her Marriage, but I have lately paid and given to the ſaid Sir *Edmund Bell* the further Sum of 1000 *l.* and have alſo covenanted and agreed to give or leave to them the ſaid Sir *Edmund Bell* and Dame *Bona* his Wife, or the Survivor of them, or their Children or Iſſue, or other Repreſentatives, either in my Life-time, or in and by my laſt Will and Teſtament, at the Time of my Deceaſe, the further Sum of 1000 *l.* which they the ſaid Sir *Edmund Bell* and Dame *Bona* his Wife have covenanted and agreed to accept, in full for the Advancement and Preferment of her the ſaid Dame *Bona*, out of all ſuch Part and Share as they or either of them can or may, or could or might claim or pretend to, of, in or out of all or any Part of my Perſonal Eſtate, by Virtue of the Cuſtom of the City of *London*, or otherwiſe, (except ſuch Part thereof as I ſhould or might freely and voluntarily give or leave to them, or either of them, by my laſt Will and Teſtament, or otherwiſe.) Now therefore I do hereby give and bequeath the Sum of 1000 *l.* of lawful Money of *Great Britain* to be paid by my Executor herein after named, within three Calendar Months next after my Deceaſe, unto the ſaid Sir *Edmund Bell* and Dame *Bona* his Wife, or the Survivor of them, or to ſuch other Perſon or Perſons as for the Time being ſhall be intitled to receive the ſame, according to the true Intent and Meaning of my ſaid Covenant and Agreement in that Behalf, and in full Satisfaction and Diſcharge of and for the ſame Covenant and Agreement. *Item*, I give and bequeath unto ſuch Perſons whoſe Names ſhall, at the Time of my Deceaſe, be found expreſſed and contained in any Liſt, Note or other Writing written or ſigned by me, the ſeveral and reſpective Sum and Sums of Money which ſhall be therein ſet down, mentioned or expreſſed to be by me given to them reſpectively. *Item*, I give and bequeath unto my Nephew *Fulk Aſton* of *Gore* in the County of *Huntingdon*, Eſq; and Mr. *Hugh Bell*, (Brother of the ſaid Sir *Edmund Bell)* and to their Heirs and Aſſigns for and during the natural Life of my ſaid Daughter Dame *Bona Bell*, one Annuity or yearly Rent-Charge of 200 *l.* of like Money, to be yearly and every Year iſſuing and payable out of all my Manors, Meſſuages, Lands and Hereditaments in the County of *Kent*; Upon Truſt nevertheleſs, that they the ſaid *Fulk Aſton* and *Hugh Bell* ſhall and do pay, apply and diſpoſe of the ſaid Annuity or yearly Rent-Charge of 200 *l.* unto ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes as ſhe the ſaid Dame *Bona Bell* ſhall from Time to Time, notwithſtanding her Coverture, by any Note or Notes in Writing under her Hand, direct or appoint; to the Intent that the ſame may not be at the Diſpoſal of, or ſubject

Direction as to Funeral. Recital of an Agreement to

give an additional Portion to a Daughter, to be accepted in Lieu of the Cuſtom of *London*.

The Benefit of that Sum to the Huſband and Wife, &c. according to the Agreement.

Bequeſts with Reference to a Liſt of Perſons and Sums.

A Deviſe to Truſtees, during the Life of the Daughter, of a Rent-Charge,

payable to her Appointees,

ſubject or liable to the Controul, Debts, Forfeitures or Engagements of her preſent or any after-taken Huſband, but only at her own ſole and ſeparate Diſpoſal, and for her own ſole and ſeparate Uſe and Benefit. *Item*, I give and bequeath unto the ſaid *Fulk Aſton* and *Hugh Bell*, their Heirs and Aſſigns, for and during the natural Life of my Daughter *Lucy Lane*, one Annuity or yearly Rent-Charge of 100 *l.* of like Money, to be yearly and every Year iſſuing and payable out of all and every my ſaid Manors, Meſſuages, Lands and Hereditaments in the ſaid County of *Kent*; Upon Truſt nevertheleſs, that they my ſaid Truſtees, their Heirs and Aſſigns, ſhall and do pay, apply and diſpoſe of the ſame Annuity or yearly Rent-Charge of 100 *l.* unto ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes as ſhe the ſaid *Lucy Lane* ſhall from Time to Time, notwithſtanding her Coverture, by any Note or Notes in Writing under her Hand direct or appoint; to the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts, Forfeitures or Engagements of her preſent or any after-taken Huſband, but only at her own ſole and ſeparate Diſpoſal, and for her own ſole and ſeparate Uſe and Benefit. *Item*, I give and bequeath unto the ſaid *Fulk Aſton* and *Hugh Bell*, their Heirs and Aſſigns, for and during the natural Life of my Daughter *Mary Mills*, one other Annuity or yearly Rent-Charge of 100 *l.* of like Money to be iſſuing and payable yearly, and every Year, out of all my ſaid Manors, Meſſuages, Lands and Hereditaments in the County of *Kent*; upon Truſt nevertheleſs, That they my ſaid Truſtees, their Heirs and Aſſigns ſhall and do pay, apply and diſpoſe of the ſaid laſt mentioned Annuity or yearly Rent-Charge of 100 *l.* unto ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes as ſhe the ſaid *Mary Mills* ſhall from Time to Time, notwithſtanding her Coverture, by any Note or Notes in Writing under her Hand, direct or appoint; to the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts, Forfeitures or Engagements of her preſent or any after-taken Huſband, but only at her own ſole and ſeparate Diſpoſal, and for her own ſole and ſeparate Uſe. And it is my Will and Deſire, that the aforeſaid three ſeveral Annuities ſhall be paid to my ſaid Daughters reſpectively, by two equal half-yearly Payments, on the two moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) the Feaſts of St. *Michael* the Archangel, and the Annunciation of the Bleſſed Virgin *Mary*, in every Year; the firſt of the ſaid half-yearly Payments to begin and be made on ſuch of the ſaid Feaſts as ſhall firſt happen next after my Deceaſe. And my further Will is, That it ſhall and may be lawful to and for my ſaid Truſtees, their Heirs and Aſſigns, from Time to Time, in Caſe of Non-payment of the ſaid Annuities, or any of them, or any Part of them, to raiſe the ſame by Diſtreſs upon all or any Part of the Premiſſes charged therewith, together with the Coſts and Charges of ſuch Diſtreſs. And whereas I have already ſufficiently provided for my ſaid Daughters *Lucy* and *Mary*, at the Time of their reſpective Marriages with their now Huſbands, and for which I have all their Diſcharges, and have now likewiſe ſufficiently provided for my ſaid Daughter Dame *Bona Bell* in Manner aforeſaid; yet nevertheleſs, as a further Proviſion for my ſaid three Daughters, for their ſeparate Uſe (over and above the ſeveral Annuities herein before given for their Benefit, for their reſpective Lives as aforeſaid) I do hereby give and bequeath unto the ſaid *Fulk Aſton* and *Hugh Bell*, their Executors and Adminiſtrators, 3000 *l.* Capital Stock in the United *Eaſt-India* Company, upon the Truſts herein after mentioned concerning the ſame; (that is to ſay) As to one full third Part thereof, upon Truſt that they my ſaid Truſtees, their Executors or Adminiſtrators ſhall and do pay, apply and diſpoſe of the yearly Dividends, Intereſt and Produce thereof, as the ſame ſhall from Time to Time (during the natural Life of my ſaid Daughter *Lucy Lane*) ariſe or be received, unto the proper Hands of her my ſaid Daughter *Lucy*, or otherwiſe to permit and ſuffer her my ſaid Daughter to receive the ſame to and for her own ſole and ſeparate Uſe and Benefit; to the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts or Engagements of her preſent or any after-taken Huſband, but only at her own ſole and ſeparate Diſpoſal; and upon further Truſt, that they my ſaid Truſtees, their Executors or Adminiſtrators, ſhall and do from and after the Deceaſe of my ſaid Daughter *Lucy Lane*, transfer and diſpoſe of the ſaid third Part of the ſaid 3000 *l.* Stock unto all and every, or ſuch one or more of the

not to be at her Huſband's Diſpoſal.

Deviſe, to the ſame Truſtees, during the Life of another Daughter, of another Rent-Charge, payable as the former.

Deviſe to the ſame Truſtees, during the Life of a third Daughter, of another Rent-Charge, upon the like Truſts.

The three Annuities to be paid half-yearly, &c.

A Power to diſtrain, &c.

Recital that he has already provided for his three Daughters,

yet for their ſeparate Uſe

he bequeaths to the Truſtees certain *Eaſt-India* Stock, upon Truſt as to a third,

to pay the Dividends to the ſecond named Daughter, to her ſeparate Uſe,

and after her Deceaſe, the Principal to her Children and Grandchildren

Children or Grandchildren of her the ſaid *Lucy Lane* which ſhall be then living, in ſuch Parts, Shares and Proportions, Manner and Form, as ſhe, notwithſtanding her Coverture, or whether ſhe ſhall be ſole or married, by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, ſhall direct, limit, give or appoint the ſame. And in Default thereof, then unto and amongſt all and every the Children of her the ſaid *Lucy Lane*, which ſhall be living at the Time of her Deceaſe, equally to be divided between them (if more than one) Share and Share alike, and the Child or Children of ſuch of them as ſhall be then dead, in Manner aforeſaid, and ſuch Child or Children to have his, her or their Father's or Mother's Share only. Provided always nevertheleſs, that in Caſe my ſaid Daughter *Lucy* ſhall have no ſuch Children or Grandchildren living at the Time of her Deceaſe, then my ſaid Truſtees, their Executors or Adminiſtrators, ſhall aſſign and transfer the ſaid third Part of the ſaid 3000*l.* Stock unto my Grandſon *Noah Aſton*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit. And as to one other third Part of the ſaid 3000*l.* Capital Stock, upon Truſt that they my ſaid Truſtees their Executors or Adminiſtrators, ſhall and do pay, apply and diſpoſe of the yearly Dividends, Intereſt and Produce thereof, as the ſame ſhall from Time to Time (during the Life of my ſaid Daughter *Mary Mills*) ariſe to be received, into the proper Hands of her the ſaid *Mary*, or otherwiſe to permit and ſuffer her to receive the ſame, to and for her own ſole and ſeparate Uſe and Benefit; to the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Control, Debts or Engagements of her preſent or any after-taken Huſband, but only at her own ſole and ſeparate Diſpoſal; and upon this further Truſt, that they my ſaid Truſtees, their Executors or Adminiſtrators, from and after the Deceaſe of my ſaid Daughter *Mary Mills*, transfer and diſpoſe of the ſame third Part of the ſaid 3000*l.* Stock unto all and every, or ſuch one or more of the Children or Grandchildren of her the ſaid *Mary Mills* which ſhall be then living, in ſuch Parts, Shares and Proportions, Manner and Form as ſhe the ſaid *Mary*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, ſhall direct, limit, give or appoint the ſame; and in Default thereof, then unto and amongſt all and every the Children of her the ſaid *Mary Mills* which ſhall be living at the Time of her Deceaſe, equally to be divided between them (if more than one) Share and Share alike, and the Child or Children of ſuch of them as ſhall be then dead in Manner as aforeſaid; ſuch Child or Children to have his, her or their Father's or Mother's Share only. Provided always nevertheleſs, that in Caſe my ſaid Daughter *Mary* ſhall have no ſuch Child or Grandchildren living at the Time of her Deceaſe, then my ſaid Truſtees, their Executors or Adminiſtrators, ſhall aſſign and transfer the ſaid laſt mentioned third Part of the ſaid 3000*l.* Stock unto my ſaid Grandſon *Noah Aſton*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit. And as to the remaining third Part of the ſaid 3000*l.* Stock, upon Truſt that my ſaid Truſtees, their Executors or Adminiſtrators ſhall and do pay, apply and diſpoſe of the yearly Dividends, Intereſt and Produce thereof, as the ſame ſhall from Time to Time (during the Life of my ſaid Daughter Dame *Bona Bell*) ariſe or be received, into the proper Hands of her the ſaid Dame *Bona Bell*, or otherwiſe permit and ſuffer her to receive the ſame to and for her own ſole and ſeparate Uſe and Benefit; to the Intent that the ſame may not be at the Diſpoſal, or ſubject or liable to the Control, Debts or Engagements of her preſent or any after-taken Huſband, but only at her own ſole and ſeparate Diſpoſal: And, upon further Truſt, that they my ſaid Truſtees, their Executors or Adminiſtrators, ſhall and do from and after the Deceaſe of my ſaid Daughter Dame *Bona Bell*, transfer and diſpoſe of the ſaid laſt mentioned third Part of the ſaid 3000*l.* Stock unto all and every, or to ſuch one or more of the Children or Grandchildren of her the ſaid Dame *Bona Bell* which ſhall be then living, in ſuch Parts, Shares and Proportions, Manner and Form, as ſhe the ſaid Dame *Bona Bell*, notwithſtanding her Coverture, or whether ſhe ſhall be ſole or married, by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and

as ſhe ſhall appoint;

if no Appointment, then among her Children, &c.

if no ſuch Child, &c.

the Principal to a Grandſon of the Teſtator.

The Truſt of another Third directed, during the Life of the third named Daughter, to her ſeparate Uſe,

with like Directions after her Deceaſe, as in the former Caſe.

If no ſuch Child, &c. this Principal to his ſame Grandſon.

The Truſt of the remaining Third directed in Favour of the firſt named Daughter

and her Children, &c. as in the two former Caſes.

and

and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, ſhall direct, limit, give or appoint the ſame: And in Default thereof, then unto and amongſt all and every the Children of the ſaid Dame *Bona Bell* which ſhall be living at the Time of her Deceaſe, equally to be divided between them, (if more than one) Share and Share alike, and the Child or Children of ſuch of them as ſhall be then dead in Manner aforeſaid; ſuch Child or Children to have his, her or their Father's or Mother's Share only. Provided always nevertheleſs, that in caſe the ſaid Dame *Bona Bell* ſhall have no ſuch Children or Grandchildren living at the Time of her Deceaſe, then my ſaid Truſtees, their Executors or Adminiſtrators, ſhall aſſign and transfer the ſaid laſt mentioned third Part of the ſaid 3000 *l.* Stock unto my ſaid Grandſon *Noah Aſton*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit. And my Will is, that the reſpective Receipts of my ſaid ſeveral Daughters alone, under their reſpective Hands, as well for their ſaid ſeveral and reſpective Annuities or Rent Charges, as for their ſeveral Parts and Shares of the yearly Dividends, Intereſt and Produce of the ſaid *Eaſt-India* Stock, ſhall from Time to Time, notwithſtanding their reſpective Covertures, be good and ſufficient Diſcharges to the Perſon or Perſons paying the ſame Annuities and Dividends, Intereſt or Produce, for ſo much thereof for which ſuch Receipts ſhall reſpectively be given. Provided always, and my Will is, that my ſaid three Daughters and their reſpective Huſbands ſhall (in caſe my Executor require it) give him, within two Calendar Months next after my Deceaſe, a further and ſufficient Releaſe and Diſcharge from all their reſpective further Claims and Demands whatſoever out of my Eſtate, by Virtue of the ſaid Cuſtom of the ſaid City of *London* or otherwiſe. And in caſe of their Neglect or Refuſal ſo to do, then all and every of the Gifts, Deviſes, Annuities, Legacies and Appointments by this my Will made or given to or for the Benefit of them, or ſuch of them ſo neglecting or refuſing, ſhall ceaſe and be void for the Benefit of my Executor, his Executors and Adminiſtrators. And in caſe the ſaid *Eaſt-India* Stock, or any Part thereof, ſhall be redeemed or paid off, then my Will is, that my ſaid Truſtees, their Executors or Adminiſtrators, ſhall and do lay out the Monies to be received for and in Lieu of the Stock ſo redeemed or paid off, in ſuch Stocks, Funds, or other publick or private Securities as my ſaid three Daughters ſhall reſpectively agree to; and that the Monies ſo received and laid out ſhall be ſubject to the ſame Truſts, and for the ſame or the like Intents and Purpoſes as are herein before declared of and concerning my ſaid Daughters reſpective Shares of and in the ſaid 3000 *l.* *Eaſt-India* Stock. *Item*, I do hereby direct and appoint, that my Executor do with all convenient Speed after my Deceaſe, out of my Perſonal Eſtate, lay out the Sum of 2000 *l.* in the Purchaſe of Freehold Lands or Hereditaments of Inheritance in Fee-Simple in *England*, and convey and ſettle, or procure the ſame to be conveyed and ſettled unto and upon the Mayor and Aldermen of the Town of *Olden* in the County of *Pembroke* for the Time being, and their Succeſſors for ever, upon the Truſts and for the Purpoſes herein after mentioned; (that is to ſay) Upon Truſt that the yearly Rents and Profits of the Premiſſes ſo to be purchaſed ſhall yearly and every Year be laid out and diſpoſed of by the Mayor and Aldermen for the Time being of the ſaid Town of *Olden*, for the placing out one or more poor Boy or poor Boys (born or to be born in the ſaid Town or in the Pariſh of *Olden*) to be an Apprentice or Apprentices to ſome Handicraft Trade, or a Mariner or Mariners; and that the Children of ſuch Perſons of the ſaid Town or Pariſh who have been very induſtrious in their Callings or Way of living for the Support and Maintenance of their Families, and have not been in the Poor's Rate, ſhall have the Preference to all others. Provided nevertheleſs, that in Caſe the Monument erected in the Pariſh Church of *Olden* aforeſaid by my Brothers and myſelf to perpetuate (as much as in us lay) the Memory of our dear Parents, ſhall at any Time want repairing, or that the gilt Letters upon the ſame ſhall be defaced and become not legible, then and ſo often as the ſame ſhall happen, it is my Will that ſo much Money be from Time to Time taken out of the Rents and Profits of the Lands and Hereditaments ſo to be purchaſed, as ſhall be ſufficient to repair the ſaid Monument and make the ſaid gilt Letters thereon legible, and from Time to Time to maintain and preſerve the ſame in ſuch Condition: And in ſuch Years wherein ſuch Repairs ſhall be made, only the Overplus of the ſaid Rents (above what ſhall be ſufficient for ſuch Repairs)

If no ſuch Child, &c. this Principal to the ſame Grandſon.

Receipts of the Daughters alone, to be good for the Intereſt, &c.

Proviſo that his Daughters and their Huſbands releaſe his Executor, &c.

or the Deviſes, &c. to be void.

If the *Eaſt-India* Stock paid off, the Money to be re-inveſted,

ſubject to the Truſts.

Part of his Perſonal Eſtate to be laid out in Land, to be ſettled upon a Corporation,

upon Truſt

to place out poor Boys Apprentices.

Who to be preferred.

And to repair a Monument there.

pairs) ſhall be employed towards placing out ſuch poor Boy or poor Boys in Manner aforeſaid. Provided alſo, and upon this Condition nevertheleſs, that in caſe the ſaid Monument ſhall not from Time to Time be repaired and preſerved in Manner aforeſaid, then from and after Default of ſuch Reparation and Preſervation, the Lands and Hereditaments to be purchaſed as aforeſaid ſhall veſt in, and remain and come to my own right Heirs; and the Eſtate and Intereſt of the ſaid Mayor and Aldermen in the ſame Premiſſes ſhall from thenceforth ceaſe and be utterly void. *Item*, I give the Sum of 300 *l.* unto or for the Benefit of St. *Thomas*'s Hoſpital in *Southwark*. And whereas my Brother *Noah Aſton*, late of *London*, Merchant, deceaſed, did (among other Things) by his Will give to me the Sum of 3000 *l.* to be by me given away, diſtributed, divided and diſpoſed of amongſt ſuch of my Children or other Relations, in ſuch Sort and Manner, and in ſuch Shares and at ſuch Times as I ſhould think fit; Now my Will is, and I do hereby direct that the ſaid Sum of 3000 *l.* ſhall be diſtributed, divided and diſpoſed of by my Executors herein after named, within ſix Months after my Deceaſe, to and amongſt ſuch of my Children, and in ſuch Proportions and Manner as are herein after mentioned and expreſſed; (that is to ſay) to my ſaid Daughter Dame *Bona Bell* the Sum of 300 *l.* (Part thereof;) to my ſaid Daughter *Lucy Lane* the like Sum of 300 *l.* (other Part thereof;) and to my ſaid Daughter *Mary Mills* the like Sum of 300 *l.* (other Part thereof;) and all the Reſidue of the ſame 3000 *l.* to be retained by himſelf my ſaid Executor herein after named, and to be converted and diſpoſed of to his own Uſe. *Item*, I give, deviſe and bequeath all and every my Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever in the ſeveral Counties of *Kent*, *Radnor* and *Salop*, every or any them, or elſewhere within the Realm of *England*, as well Freehold as Copyhold and Leaſehold for Lives, with their and every of their Appurtenances, unto and to the Uſe and Behoof of my Son *Noah Aſton*, his Heirs and Aſſigns for ever (ſubject nevertheleſs, as to my ſaid Eſtate in the ſaid County of *Kent*, to the aforeſaid Annuities or yearly Rent-Charges by me herein before given thereout or charged thereon, in Truſt and for the Benefit of my Daughters for their reſpective Lives as aforeſaid, or ſuch of them as ſhall be ſubſiſting.) *Item*, As to, for and concerning all the Reſt and Reſidue of my Goods, Chattels, ready Money, Debts and Securities for Money, Plate, Houſhold Goods, Stocks, Merchandize and all other my Perſonal Eſtate whatſoever and whereſoever, and of what Nature, Kind or Quality ſoever the ſame may be, and not otherwiſe by this my Will given and diſpoſed of as aforeſaid (after Payment of my Debts, Legacies and Funeral Expences) I give and bequeath the ſame and every Part thereof unto my ſaid Son *Noah Aſton*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit abſolutely. And I do hereby conſtitute, ordain and appoint my ſaid Son *Noah Aſton* ſole Executor of this my laſt Will and Teſtament, hereby revoking and making void all former and other Wills by me at any Time heretofore made. In witneſs whereof I the ſaid *Adam Aſton* have to each Part of this my Will ſet my Hand and Seal this fourth Day of *July* in the ſeventh Year of the Reign of our Sovereign Lord *George* the Second, King of *Great Britain*, &c. *Anno Domini* 1733.

If they neglect the Monument, the Lands to be purchaſed to revert to his Heirs.

A Legacy to a Charity.

Recital of a Bequeſt by his Brother, to be ſubject to this Teſtator's Appointment.

The Appointment accordingly.

He deviſes his Lands, &c. to his Son in Fee,

ſubject to the Rent-Charges,

and the *Reſiduum* of his Perſonal Eſtate,

to his Son,

whom he appoints ſole Executor.

The Writing within contained was ſigned and ſealed by the within named Sir Adam Aſton, *and by him publiſhed and declared as and for his laſt Will and Teſtament in the Preſence of us, who have hereunto ſubſcribed our Names as Witneſſes thereto in his Preſence and at his Requeſt.*

A Will

A Will of Freeholds, Copyholds, Leaſes for Years, Money, Jewels, Debts, &c. Limitations for Life, in Tail, &c. Legacies abſolute, or upon Condition; to Charities, to ceaſe in a certain Caſe. Truſtees made Executors, with ample Powers to manage a Minor's Eſtate; and Indemnity to them. See the next Precedent, being a Codicil to this Will. N° 2.

IN the Name of God, *Amen.* I *Alice Aſtry* of the Pariſh of *Bitton* in the County of *Cambridge*, Spinſter, being at preſent in good Health of Body, and of ſound and diſpoſing Mind and Memory, for which I bleſs God, do this thirteenth Day of *April* in the Year of our Lord Chriſt 1730. make and ordain this my laſt Will and Teſtament in Manner following; that is to ſay; *Imprimis*, I will that all ſuch Debts as I ſhall juſtly owe at the Time of my Deceaſe, and my Funeral Charges and Expences be in the firſt Place paid by my Executors herein after named; and as to my Eſtate, both Real and Perſonal, I diſpoſe thereof in Manner following; that is to ſay; Firſt, I give, deviſe and bequeath unto my Nephew *Duncan Dent* all and every my Freehold Meſſuages, Lands, Tenements and Hereditaments, ſituate, lying or being in or near *Enfield* and *Fynd*, or either of them, in the Counties of *Glouceſter* and *Hereford*, or either of them, and now or late in the ſeveral Tenures, Poſſeſſions or Occupations of *James Jones* and *Kenrick Keſtle*, or one of them, their or one of their Aſſigns, Leſſees or Under-tenants; and all my Copyhold Meſſuages, Lands, Tenements and Hereditaments, ſituate, lying or being in or near *Luſan*, *Mudo*, *Netten* and *Ort*, every or any of them in the ſaid Counties of *Glouceſter* and *Hereford*, or either of them, and which now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of the ſaid *James Jones* and *Kenrick Keſtle*, or one of them, their or one of their Aſſigns, Leſſees or Under-tenants [*Here follow more Parcels*;] To have and to hold all and every the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, unto and to the Uſe of my ſaid Nephew *Duncan Dent* and the Heirs of his Body lawfully to be begotten; and for Default of ſuch Heirs, then to the right Heirs of me the ſaid *Alice Aſtry* for ever. *Item*, I give, deviſe and bequeath unto my Brother-in-Law Mr. *Duncan Dent* the Elder, all thoſe my two Meſſuages or Tenements, with their Appurtenances, heretofore in the ſeveral Tenures or Occupation of *Philip Peck* and *Robert Roll*, or their ſeveral Under-tenants or Aſſigns, ſituate and being in the Pariſh of *Sim* in the County of *Wilts*; and all that my other Meſſuage or Tenement, with the Appurtenances, ſituate or being in the ſame Pariſh, and near or adjoining to the ſaid two laſt mentioned Meſſuages or Tenements, and heretofore called or known by the Name or Sign of the *Peacock*, and ſince that of the *Bear*, and ſometime heretofore in the Tenure or Occupation of *Charles Cook*, his Under-tenants or Aſſigns; and all that little Building, Meſſuage or Tenement heretofore in the Tenure or Occupation of *Daniel Dyle*, in the Yard or Backſide now or late, or heretofore belonging to or let with the ſaid laſt herein before deviſed Meſſuage; and alſo all other my Meſſuages or Tenements, Ground and Hereditaments in *Sim* aforeſaid, with their Appurtenances; and alſo all that my Meſſuage or Tenement, with the Appurtenances, ſituate and being in or near *Fleet-Street* in the Pariſh of St. *Dunſtan* in the *Weſt*, *London*, and commonly called or known by the Name or Sign of the *Good Woman*; and alſo all my Meſſuage or Tenement and Farm, with all my Lands and Hereditaments, with their reſpective Appurtenances, ſituate, lying or being at or near *Iſlington* in the Pariſh of St. *Mary Iſlington* in the County of *Middleſex*; To have and to hold all and every the ſaid laſt mentioned Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, with their Appurtenances (ſubject and charged and chargeable with the Annuity, yearly Rent or Sum of 20*l.* herein after mentioned) unto him my ſaid Brother-in-Law *Duncan Dent* and his Aſſigns, for and during the Term of his natural Life; and from and immediately after his Deceaſe I give, deviſe and bequeath all and every the ſame Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, with their Appurtenances (ſubject to, and charged and chargeable with the ſame Annuity) unto and to the Uſe of my ſaid Nephew *Duncan*

The Date.

Debts to be paid.

Diſpoſal of Real and Perſonal Eſtate.

A Deviſe of Freeholds

and Copyholds

to a Nephew in Tail; Remainder to her own right Heirs.

A Deviſe to her Brother-in-Law of Meſſuages, &c.

Habendum for Life (ſubject to an Annuity.)

Remainder to the ſaid Nephew in Tail.

Remainder to her own right Heirs.

Duncan Dent and the Heirs of his Body lawfully to be begotten; and for Default of ſuch Heirs, then to my own Right Heirs for ever. And I do hereby give, deviſe and bequeath unto *Xantippe Xoll*, Wife of *Zacheus Xoll*, and her Aſſigns, for

Deviſe of the Annuity to a Feme Covert,

and during the Term of her natural Life, one Annuity, clear yearly Rent or Sum of 20 *l.* of lawful Money of *Great Britain*, free of Taxes and all other Deductions, Parliamentary or otherwiſe; to be iſſuing and payable out of all and every the ſaid laſt mentioned Meſſuages and Tenements, Lands, Hereditaments and Premiſſes, and to be paid and payable by equal half-yearly Payments, at the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* and St. *Michael* the Archangel; the firſt Payment thereof to be made on ſuch of the ſame Feaſts as ſhall firſt and next happen after my Deceaſe; and I do hereby charge and ſubject all and every the ſame Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, with and to the Payment of the ſaid Annuity, yearly Rent or Sum of 20 *l.* accordingly.

with Power to diſtrain on Non-payment.

And my Will is, that in caſe the ſame Annuity, yearly Rent or Sum, or any Part thereof, ſhall be behind or unpaid by the Space of twenty-eight Days next over or after either of the aforeſaid Feaſts whereon the ſame is herein before directed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful for the ſaid *Xantippe Xoll* and her Aſſigns, to enter upon all and every, or any Part of the ſaid Premiſſes charged with the ſaid Annuity as aforeſaid, and diſtrain for the ſame or for ſo much thereof as ſhall be ſo in Arrear, and all Coſts and Charges occaſioned by Non-payment thereof. *Item*, I give, deviſe and bequeath unto *Amy Alkin* Spinſter (now living with me) all that my Meſſuage or Tenement (being Part Freehold and Part Leaſehold) with the Appurtenances, ſituate and being in *Cheapſide* in the Pariſh of St. *Mary le Bow*, *London*, and now or late in the Poſſeſſion or Occupation of *Bruen Ball*, Merchant, his Under-tenants or Aſſigns; and alſo all that my Freehold Piece or Parcel of Ground lying and being in or near *Cornhill* in the Pariſh of St. *Peter Cornhill*, *London*, and now or late in Leaſe to one *Denzill Diggs*, Carpenter, and all Meſſuages, Tenements, Erections and Buildings thereupon, or upon any Part thereof erected and built, with their reſpective Appurtenances; [*Here follow more Parcels.*] To have and to hold the ſaid Meſſuages or Tenements, Ground, Moiety or Half-Part, Hereditaments and Premiſſes laſt herein before deviſed, with their Appurtenances, unto the ſaid *Amy Alkin* and her Aſſigns, for and during the Term of her natural Life (ſhe and they keeping the ſame in good Repair.) And from and immediately after her Deceaſe, I give, deviſe, and bequeath the ſame Meſſuages or Tenements, Ground, Moiety, Hereditaments and Premiſſes, with their Appurtenances, unto my ſaid Nephew *Duncan Dent* and the Heirs of his Body lawfully to be begotten; and for Default of ſuch Heirs, then to my own right Heirs for ever. *Item*, I give, deviſe and bequeath unto my ſaid Nephew *Duncan Dent*, all that my Meſſuage or Tenement, with the Appurtenances, in *Eaſtcheap*, *London*, [*Here more Parcels.*] which I hold by or under a Leaſe from *William Wynne*, Eſq; and *Winefrid* his Wife (both deceaſed) or one of them; and all my Eſtate, Right, Title, Term and Intereſt of and in the ſame Premiſſes reſpectively; To have and to hold the ſaid laſt mentioned Meſſuages and Tenements, Hereditaments and Premiſſes, with the Appurtenances, unto my ſaid Nephew *Duncan Dent*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit. *Item*, I give and bequeath unto the ſaid *Amy Alkin* the Sum of 400 *l.* of lawful Money of *Great Britain*, to be paid within three Calendar Months next after my Deceaſe. *Item*, I give and bequeath unto my Servant *Zeno Zoll* (if he be living with me at the Time of my Deceaſe) the Sum of 50 *l.* of like Money; and to my Servant *Anne Aſh* (if ſhe be living with me at the Time of my Deceaſe) the Sum of 50 *l.* of like Money. *Item*, I give and bequeath unto my Aunt Mrs. *Anne Aſton*, Widow, 40 *l.* for Mourning, and to my Couſin [*Here many Legacies.*] All the ſaid laſt mentioned Legacies to be paid within one Calendar Month after my Deceaſe. *Item*, I give and bequeath the Sum of 400 *l.* of like Money unto the Managers of the Preſbyterian Fund in *London*, to be diſpoſed of as they ſhall think fit, and the Receipt of the Treaſurer for the ſame Fund for the Time being, to be a ſufficient Diſcharge to my Executors for the ſame. And I give and bequeath the Sum of 200 *l.* of like Money unto the Managers and Truſtees of the Charity School in *Brentford* for

A Deviſe of Meſſuages, &c. to a Perſon for Life,

Remainder to her ſaid Nephew in Tail, Remainder to her own right Heirs.

A Deviſe of Leaſeholds to her Nephew.

Some pecuniary Legacies.

A Legacy to a Preſbyterian Fund.

Another to a Charity School.

the Uſe and Benefit of the ſaid Charity School, and I will, that the Receipt of two or three of ſuch Managers or Truſtees ſhall be a ſufficient Diſcharge to my Executors for the ſame. And I give and bequeath the Sum of 100 *l.* of like Money unto the Managers and Truſtees of the Charity School in *Chelſea*, for the Uſe and Benefit of the ſame Charity School, and I will that the Receipt of two or three ſuch Managers or Truſtees ſhall be a ſufficient Diſcharge to my Executors for the ſame. *Item*, I give and bequeath the Sum of 100 *l.* of like Money to and for the Benefit of the poor Members of the Society or Congregation of Proteſtant Diſſenters in *Paternoſter-Row* (whereof my ſaid late Father was Miniſter or Paſtor) to be diſtributed in ſuch Manner and Proportions, and to ſuch Objects as my Executors herein after named, or the Survivor of them ſhall think fit. *Item*, I give and bequeath the Sum of 300 *l.* of like Money unto my ſaid Brother-in-law *Duncan Dent* and my ſaid Couſin *Henry Foot*, their Executors and Adminiſtrators, upon the Truſts and for the Purpoſes herein after mentioned or directed of and concerning the ſame; that is to ſay, upon Truſt, that they my ſaid Brother-in-law and Couſin *Henry Foot*, and the Survivor of them, his Executors or Adminiſtrators, ſhall and do in his or their own Names, or in the Names of him or themſelves, and of ſuch other Perſon or Perſons as he or they ſhall think fit, from Time to Time put and place out the ſame 300 *l.* upon ſome publick or private Security or Securities at Intereſt, or lay out and inveſt the ſame in the Purchaſe of Stock in ſome of the publick Companies or Funds, or of *South-Sea* Annuities, or otherwiſe imploy and improve the ſame 300 *l.* in ſuch Manner as they my ſaid Truſtees ſhall in their Diſcretions think fit; and ſhall and do pay, apply and diſpoſe of the clear yearly Dividends, Intereſt and Produce thereof, as the ſame ſhall from Time to Time ariſe and be received (over and above what ſhall be ſufficient to anſwer and pay the Coſts and Charges attending the Execution of the Truſts by me hereby directed concerning the ſame 300 *l.*) unto and for the Uſe and Benefit of the Miniſter or Paſtor for the Time being of the ſaid Society or Congregation of Proteſtant Diſſenters in *Paternoſter-Row* laſt named, for ſo long Time as the ſaid Society or Congregation ſhall ſubſiſt as a Religious Society of Proteſtant Diſſenters, and continue to meet and aſſemble together for the Worſhip of God in their preſent Place of Religious Worſhip, or elſewhere in *Paternoſter-Row* aforeſaid, or in the Neighbourhood thereof. Provided nevertheleſs, and my Will and Mind is, and I do hereby expreſsly will, declare and direct, that in Caſe at any Time hereafter the ſaid Society or Congregation ſhall be diſſolved and broke up, or that the Laws and Statutes of this Realm ſhall diſallow and prohibit the ſame Society or Congregation from meeting together for Religious Worſhip as Proteſtant Diſſenters are now by Law tolerated to do; then and in either of the ſaid Caſes, and when and ſo ſoon as the ſame or either of them ſhall happen, the ſaid Sum of 300 *l.* and all the Intereſt and Produce from thenceforth to ariſe and be received, ſhall ſink and fall back into the *Reſiduum* of my perſonal Eſtate by me herein after given and bequeathed, and ſhall be, go and remain to and for the Uſe and Benefit of ſuch Perſon or Perſons who for the Time being ſhould or would have been entitled unto ſuch *Reſiduum* by Virtue of, and under this my Will. *Item*, I give and bequeath my Necklace with two Rows of Pearl, and my great and ſmall Gold Watches, and my Silver Watch, and my Ring with three large Diamonds, and my large Roſe Diamond-Ring, unto my ſaid Nephew *Duncan Dent*. *Item*, I give and bequeath all my other Rings whatſoever, and ſuch Pieces of my Plate as are marked with my own Name and Arms, and my Houſhold Goods and Furniture, and my wearing Apparel, unto the ſaid *Amy Alkin*. *Item*, I give and bequeath all my Study of Books and all other my Plate (not herein before bequeathed) and all my ready Money and Securities for Money, Arrears of Rent, Debts to me owing, and all my Stocks in any of the publick Companies or Funds, and all other my Goods, Chattels and perſonal Eſtate whatſoever (not herein before by me otherwiſe bequeathed or diſpoſed of) unto my ſaid Nephew *Duncan Dent*, to and for his own Uſe and Benefit. And I do hereby make, ordain, conſtitute and appoint my ſaid Brother-in-law *Duncan Dent*, and my ſaid Couſin *Henry Foot*, Executors of this my laſt Will and Teſtament. And I give and bequeath unto him the ſaid *Henry Foot* the Sum of 200 *l.* for his Care and Trouble as one of my Executors and Truſtees. *Item*, I do hereby authoriſe, impower and direct my ſaid Executors and the Survivor of them, his

Another.

Another to the Poor of a Diſſenting Congregation.

A Sum to two Truſtees,

to be placed out, &c. and to pay

(after Charges)

the Produce to the Miniſter of that Congregation.

If the Society be diſſolved, &c.

the Money to fall into the *Reſiduum* of her Eſtate.

Jewels, &c. to her Nephew,

Plate, &c. to another.

Books, Plate, Money, Debts, Stocks, and her reſiduary Eſtate to her Nephew.

Her Truſtees above are made Executors.

Legacy to one of them for Care, &c.

They are directed to manage the Nephew's Fortune till he attains his full Age, with Powers for that Purpose.

Executors and Administrators, in the mean Time from and after my Decease, and until my said Nephew shall attain his Age of twenty-one Years, to manage and improve the Estate and Fortune of him my said Nephew for his Use and Benefit; and to lease all or any Part of his Freehold, Copyhold or Leasehold Estates, and to lend and place out upon Security or Securities at Interest, or to lay out in the publick Companies or Funds, or otherwise improve according to his or their Discretions all or any Part of the Monies belonging or arising from the said Estates, and Fortune of my said Nephew; and to pay unto and account with him my said Nephew, for all such Rents, Interests, Produce and Improvements as shall arise from, or be made of and produced by his said Estates, Monies and Fortune when he shall attain his Age of twenty-one Years. And my Will is, and I do hereby

Indemnity to them.

expressly declare, that my said Executors and Trustees, or either of them, their or either of their Executors or Administrators, shall not be charged or chargeable with, or accountable for more of the aforesaid Monies and Estates than he or they shall actually receive, or shall come to his or their respective Hands by Virtue of this my Will, nor with or for any Loss which shall happen of the said Monies and Estate of my said Nephew, or of the aforesaid Sum of 300 *l.* or any Part thereof, so as such Loss happen without their wilful Default, nor the one of them for the other of them, or for the Acts, Deeds, Receipts, Defaults or Disbursements the one of the other. And also that it shall and may be lawful for

They may reimburse themselves.

them my said Executors, and each of them, their and each of their Executors and Administrators, in the first Place, by and out of the Premisses respectively, to deduct, and reimburse him and themselves respectively, all such Loss, Costs, Charges, and Expences as he, they or any of them shall sustain, expend or be put unto, for or by Reason of the Performance of this my Will, or the Trusts hereby in them reposed, or the Management and Execution thereof respectively, or any other

Revocation of former Wills.

Thing in any wise relating thereunto. And lastly, I do hereby revoke all former and other Will and Wills by me at any Time heretofore made, and declare this only to be my last Will and Testament. In Witness, *&c.*

N° 3. *A Codicil to the former Will, laying aside one of the Executors, and appointing another. A new Rent-Charge, and several Legacies are given, and some are revoked.*

Recital of her Will made, and her Executors appointed.

WHEREAS I *Alice Astry* of the Parish of *Bitton* in the County of *Cambridge*, Spinster, have made my last Will and Testament in Writing bearing Date the thirteenth Day of *April* in the Year of our Lord 1730. and have thereby made, ordained, constituted and appointed my Brother-in-Law *Duncan Dent*, and my Cousin *Henry Foot* Executors of my said Will: Now I do by this my Writing (which I declare to be a Codicil to my said Will, and direct to be taken as a Part thereof) will and direct that my said Brother-in-law shall not be an Executor of my

She by this Codicil lays aside one of them, and appoints another in his Stead,

said Will, but that in his Room and Stead my Cousin *John Foot* of *London*, Stationer, shall be one of the Executors of my said Will, jointly and together with my said Cousin *Henry Foot*; and do hereby accordingly make, ordain, constitute and appoint them my said Cousins *John Foot* and *Henry Foot* joint and sole Executors of my said Will as fully and effectually to all Intents and Purposes, and in all Respects, as if they only, and no other Person or Persons had been by me originally in and by my said Will constituted and appointed Executors thereof. And I give and bequeath

and gives the new Executor a Legacy;

unto him the said *John Foot* the Sum of 50 *l.* for his Care and Trouble as one of my Executors. *Item*, I give, devise and bequeath unto my Cousin *Mary Mills* (Daugh-

and to another Person a Rent-Charge,

ter of my Cousin *Matthew Mills)* and her Assigns, for and during the Term of her natural Life, one Annuity, clear yearly Rent or Sum of 20 *l.* of lawful Money of *Great Britain*, free of all Taxes and other Deductions, to be issuing and payable out of all and every my Messuages, Buildings, Grounds and Hereditaments in the Parish of *Sim* in the County of *Wilts*, and in my said Will more particularly mentioned and described, and the same Annuity to be paid and payable by equal half-yearly Payments at the two most usual Feasts or Days of Payment in the Year, that is to say, the Feast of the Annunciation of the blessed Virgin *Mary*, and Saint *Michael* the Archangel; the first Payment thereof to be made on such

of the ſame Feaſts as ſhall firſt and next happen after my Deceaſe; and in Caſe the ſaid Annuity, yearly Rent or Sum, or any Part thereof, ſhall be behind or unpaid by the Space of twenty-eight Days next over or after either of the ſaid Feaſts whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often, it ſhall be lawful for her the ſaid *Mary Mills* and her Aſſigns, into or upon the ſaid Meſſuages, Buildings, Hereditaments and Premiſſes, or any Part thereof, to enter and diſtrain for the ſame Annuity, or for ſo much thereof as ſhall be ſo in Arrear, and all Coſts and Charges occaſioned by Nonpayment thereof. *Item*, I give and bequeath unto the Reverend Mr. *John Jones* the Sum of 200 *l.* and in Caſe he die before me, I give the ſame unto Mrs. *Jones* his Wife. [*Here ſeveral other Legacies.*] *Item*, I hereby revoke and make void the Legacy of 50 *l.* in and by my ſaid Will given to my late Servant *Zeno Zoll* (he being gone away from me) and alſo the Legacy of 50 *l.* in and by the ſame Will given to my late Servant *Anne Aſh*, (ſhe being ſome Time ſince deceaſed.) And I do hereby ratify and confirm my ſaid Will, and all the Gifts, Deviſes, Bequeſts, Matters and Things therein contained and not hereby altered and revoked. In Witneſs whereof I the ſaid *Alice Aſtry* have hereunto ſet my Hand and Seal this third Day of *May* in the Year of our Lord *Chriſt* 1731.

with Power to diſtrain on Non-payment.

A Revocation of ſome Legacies.

A Confirmation of the reſt.

This Writing was ſigned and ſealed by the above-named Alice Aſtry, *and by her publiſhed and declared as and for a Codicil to her laſt Will and Teſtament in the Preſence of us who have hereunder ſubſcribed our Names as Witneſſes thereto in her Preſence.*

A Will by a Feme Covert, reciting a Power given to her by her Marriage Articles. She gives all to her Huſband; appoints him ſole Executor; deſires to be buried with him, &c. N° 4.

IN the Name of GOD, Amen. I *Bona Antry*, now Wife of *Arthur Antry* of *London*, Merchant, being in good Health of Body, and of a ſound and diſpoſing Mind and Memory (for which I bleſs God) do this ſixth Day of *May* in the Year of our Lord *Chriſt* 1735. make and ordain this my laſt Will and Teſtament in Manner following. Whereas in and by a certain Indenture tripartite bearing Date on or about the ſixth Day of *Auguſt* 1731. and made between the ſaid *Arthur Antry* of the firſt Part, me the ſaid *Bona Antry*, by my then Name of *Bona Brown*, of the ſecond Part, and *Charles Cray* Merchant, *Dorothy Dix* Widow, and *Edward Ellis* Apothecary, of the third Part, made previous and in order to my Marriage with the ſaid *Arthur Antry* my now Huſband, divers Leaſehold Meſſuages or Tenements, Ground, Hereditaments, Bank Stock and *Eaſt-India* Bonds of me the ſaid *Bona*, are thereby aſſigned and transferred, and therein recited to be transferred reſpectively unto the ſaid *Charles Cray*, *Dorothy Dix* and *Edward Ellis*, their Executors, Adminiſtrators and Aſſigns, in Manner therein expreſſed; in Truſt nevertheleſs for the ſole and ſeparate Uſe and Benefit of me the ſaid *Bona Antry*, and with full and abſolute Power for me from Time to Time notwithſtanding my Coverture, and whether I ſhould be ſole or married, by any Writing or Writings under my Hand and Seal, atteſted by two or more credible Witneſſes, or by my laſt Will and Teſtament in Writing, or any Writing purporting my laſt Will and Teſtament, to be by me ſigned, ſealed, publiſhed and declared in the Preſence of the like Number of Witneſſes, to diſpoſe thereof, or any Part thereof, to ſuch Perſon and Perſons, and in ſuch Proportions and Manner as I ſhould think fit; as in and by the ſaid Indenture, Relation being thereunto had, may (among other Things therein contained) more fully appear. Now in Teſtimony of the ſincere Love and Affection which I have and juſtly bear towards the ſaid *Arthur Antry* my moſt dear and indulgent Huſband, and by Virtue of the Power and Powers, Authority and Authorities to me reſerved and given in and by the ſaid in Part recited Indenture, and of all other Power and Powers, Authority and Authorities any wiſe enabling me thereunto, I the ſaid *Bona Antry* do by this my laſt Will and Teſtament, or Writing purporting my laſt Will and

The Date.

Marriage Articles;

by which certain Perſonal Eſtates of the Woman were aſſigned and transferred in Truſt, for her ſeparate Uſe and Diſpoſal by Will, &c.

By Virtue of the Power ſhe

and Teſtament, by me duly ſigned, ſealed, publiſhed and declared in the Preſence of the Perſons whoſe Names are hereunder written as Witneſſes thereto, give, deviſe, bequeath, direct, limit and appoint all and every the ſaid Leaſehold, Meſſuages or Tenements, Ground, Hereditaments, Bank Stock, Bonds and Premiſſes, and all other my Meſſuages or Tenements, Ground, Hereditaments, Stock, Bonds, Goods, Chattles, Monies and Eſtate whatſoever, and whereſoever, and of what Nature or Kind ſoever, whereto I am intitled at Law or in Equity, or whereof I have any Power to diſpoſe, and all my Eſtate and Intereſt therein, unto my kind and dearly beloved Huſband (who is moſt deſerving thereof) his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, to and for his and their own Uſe and Benefit abſolutely. And I hereby direct my ſaid Truſtees to convey, aſſign and transfer the ſame and every Part thereof, to him and them accordingly. Yet nevertheleſs my Mind and Will is, and I do hereby deſire and requeſt my ſaid dear Huſband to give (out of what I have herein before bequeathed to him) unto his Daughter *Flora* by his former Wife (in Caſe he ſhall think fit, and that in his Judgment ſhe ſhall prove deſerving of the ſame) the Sum of 400 *l.* of lawful Money of *Great Britain*, to be paid to her at ſuch Time or Times, and in ſuch Manner or Proportions, and under ſuch Reſtrictions in all Reſpects as he ſhall direct and think may be moſt for her Benefit. And I do hereby conſtitute and appoint my ſaid dear Huſband *Arthur Antry* ſole and whole Executor of this my laſt Will and Teſtament; and I earneſtly deſire of him that I may be buried where he himſelf intends to be buried, and that he would give proper Directions in his Will for that Purpoſe in Caſe he ſurvive me. And laſtly, I do hereby revoke all former and other Wills by me at any Time heretofore made, and do declare this only to be my laſt Will and Teſtament. In Witneſs, &c.

devises and appoints the ſame to her Huſband,

and directs the Truſtees to aſſign, &c. accordingly.

She deſires her Huſband to give Part to his Daughter by a former Wife.

She makes him ſole Executor.

Requeſt as to her Burial Place.

N° 5. *A Will of perſonal Eſtate. See the Margin.*

IN the Name of GOD, Amen. I *Amy Alkin* of the Pariſh of *Betten* in the County of *Cornwall* Spinſter, being in good Health of Body, and of a ſound and diſpoſing Mind and Memory (for which I bleſs God) do this ſixth Day of *Auguſt* in the Year of our Lord *Chriſt* 1733. make and ordain this my laſt Will and Teſtament in Manner following; (that is to ſay) Firſt, I deſire to be decently but privately buried in the Pariſh Church where I ſhall die, without any Funeral Pomp, and with as little Expence as may be; and I give and bequeath unto the Poor which receive Alms of that Pariſh, the Sum of 10 *l.* to be diſtributed in ſuch Proportions and Manner as my Executrix herein after named ſhall think fit. *Item*, I give and bequeath unto ſuch of the Children of my late Siſter *Dent* as ſhall be living at the Time of my Deceaſe, the Sum of 2000 *l.* of lawful Money of *Great Britain*, to be equally divided between them Share and Share alike, and to ſurvive amongſt them in Caſe any of them die before the Age of twenty-one Years or Marriage. *Item*, I give and bequeath unto my Siſter *Euphemia Alkin* the Sum of 2000 *l.* of like Money and my Lozenge Diamond Ring, and my Locket of my Siſter *Dent*'s Hair ſet with Diamonds. *Item*, I give to my Servant *Fulvia Fox* the Sum of 40 *l.* of like Money, and all my wearing Apparel, in Caſe ſhe ſhall be living with me at the Time of my Deceaſe, but not otherwiſe. *Item*, I give and bequeath all my third Part, Share and Intereſt of and in the Family Pictures which were my late Mother's, unto my Siſters *Gertrude Alkin* and *Euphemia Alkin*, for their Lives, and the Life of the Survivor of them; and after the Death of the Survivor of them, I give and bequeath my ſaid Part and Share of the ſaid Pictures unto the eldeſt Son of my ſaid late Siſter *Dent* which ſhall be then living; and I deſire that he would never ſell or diſpoſe of any of them, but that they may always remain and continue in that Family. *Item*, as to, for and concerning all the Reſt and Reſidue of my Goods, Chattels and Eſtate whatſoever, whereſoever, or of what Nature, Kind or Quality ſoever (after Payment of my juſt Debts, Legacies and Funeral Expences) I give and bequeath the ſame, and every Part thereof, unto my ſaid Siſter *Gertrude Alkin*, whom I do hereby make, ordain, conſtitute and appoint ſole Executrix of this my laſt Will and Teſtament; and I do

The Date.

Direction for a private Funeral, Legacy to the Poor where ſhe dies.

A Legacy to Siſter's Children which ſhall ſurvive her; to be divided and ſurvive among them.

Other Legacies of Jewels, Money;

A third Share of Family Pictures to two for Life, with a Deviſe over, and a Requeſt to keep them.

The Reſidue to her Executrix,

here appointed.

hereby revoke all other Will and Wills by me at any Time heretofore made, and do declare this only to be my laſt Will and Teſtament. In Witneſs, *&c.*

A Will giving ſome Legacies to the Poor; and appointing a Wife to be Executrix, and Guardian to the Teſtator's Children: With Subſtitution of others in Caſe of her Death. The Reſiduum deviſed to her and her Appointees. The Bulk of the Eſtate was ſettled by Deeds executed by the Teſtator, with Powers of Revocation. N° 6.

IN the Name of GOD, Amen. I *Abel Aſh* of, *&c.* being through the Mercy of God in perfect Health of Body and Soundneſs of Mind and Underſtanding, yet conſidering the Uncertainty of human Life, and deſiring to quit myſelf, as far as I may, of the Buſineſs and Cares of this World, do make this my laſt Will and Teſtament (being all written with my own Hand) as follows. Firſt, I do moſt willingly reſign my Soul into the Hands of God who gave it, in an humble Hope that he will receive it to his Favour in and through the Merits of his dear Son and our moſt bleſſed Redeemer Jeſus Chriſt; my Body I commit to the Earth out of which it was taken, to be decently buried, and with as little Pomp and Ceremony as may be. And as for my worldly Eſtate not otherwiſe already diſpoſed of, my Will is, that what ſmall Debts I ſhall owe at the Time of my Departure, together with my Funeral Charges, be paid out of the firſt Money that can be raiſed out of my Eſtate. *Item*, To the Poor of the Pariſh of *Burton* in the County of *Bedford* where I was born, I give and bequeath the Sum of 20*l.* To the Poor of the Pariſhes of *Carton* and *Dilton* in the ſame County where the main Part of my Eſtate lies, I give the Sum of 10*l.* to each of them. To the Poor of the Pariſh of *St. Clement Danes*, where I was Rector almoſt twenty Years, I give and bequeath the Sum of 40*l.* and to the Poor of the Pariſh of *Chelſea* the Sum of 10*l.* All which ſeveral Sums I deſire may be paid within ſix Months next after my Deceaſe, and be diſpoſed of in ſuch Manner as my Executrix, or the Miniſters of the ſaid ſeveral Pariſhes ſhall direct, for the moſt Benefit of the poor People as do not receive Alms of the Pariſh. *Item*, I do confirm all ſuch Settlements and Deeds as I have made or ſhall make, on or for the Benefit of my Wife and Children; except ſuch as I have revoked or ſhall revoke purſuant to any Power reſerved to me for that Purpoſe. To my dear Wife *Eve Aſh* I commit the Cuſtody and Tuition of the Children with whom it hath pleaſed God to bleſs us, during their reſpective Minorities, not doubting but that as ſhe has approved herſelf to me the beſt of Wives, ſhe will alſo approve herſelf to them the beſt of Mothers. And I do hereby conſtitute and appoint my ſaid Wife ſole Executrix of this my laſt Will and Teſtament for and during ſo long Time as ſhe ſhall live; and after her Death I conſtitute and appoint my good Friends *David Dillon* and *Edward Ewde* Executors thereof. And I do hereby give and deviſe to my ſaid Wife the Reſt, Reſidue and Overplus of my Eſtate real and perſonal for her better Support while ſhe lives, and leave it to her to make ſuch Diſpoſition of it as ſhe ſhall think fit after her Death. Provided nevertheleſs, that if ſhe ſhall not either by Will or Deed diſpoſe thereof, then the ſame ſhall be, go and remain after her Deceaſe, to ſuch Perſons, and for ſuch Uſes and Purpoſes as I have already, on Suppoſition of that Caſe happening, in that Behalf directed, limited, appointed or diſpoſed the ſame, by a certain Deed under my Hand and Seal bearing Date the firſt Day of this Inſtant Month of *May*, and other ſubſequent Deeds or Writings therein referred to. And that ſuch Direction, Limitation, Appointment or Diſpoſition, ſhall be as good and effectual for that Purpoſe as if I had diſpoſed of the Remainder of my Eſtate by this preſent Will. And if my deareſt Wife ſhall happen to die before ſuch of my Children as are now under Age ſhall have attained the Age of twenty-one Years, or be married, I do in ſuch Caſe ordain and appoint the ſaid *David Dillon* and *Edward Ewde* to have the Government and Tuition of them during their reſpective Minorities. In Witneſs, *&c.*

Direction for Payment of Debts.

Legacies to the Poor of certain Pariſhes.

Confirms Settlements, *&c.*

Appoints his Wife Guardian of his Children; and makes her Executrix during her Life, and then ſubſtitutes others.

He gives her the *Reſiduum* for Life, and Power to appoint; if no Appointment, to go as by Deeds, *&c.*

Subſtitution of Guardians in Caſe of her Death, *&c.*

N° 7. ***A Codicil to add a Truſtee to a Will of Lands; to deviſe Lands purchaſed ſince the Will, to the Uſes in the Will; and to declare Portions to be ceaſed, by having advanced Daughters in Marriage with equal Portions.***

His Will recited,

whereby he deviſed Lands (charged with an Annuity)

after particular Eſtates therein,

to three Truſtees in Fee,

upon Truſts therein mentioned, and made them his Executors,

and that the Name of a fourth Truſtee had been raſed out by Direction of Teſtator.

Recital that the Teſtator has ſince purchaſed ſome Lands,

and is minded to add a fourth Truſtee and Executor.

He deviſes his Lands before deviſed, and newly purchaſed, to Truſtees,

upon the Truſts in the Will, as to the former Lands,

and appoints them Co-executors.

A Declaration that he has advanced two Legatees in Marriage, and their Legacies are ceaſed.

WHEREAS I Sir *Adam Auſtin* of *Brickley* in the County of *Bucks*, Knt. and Bart. have made my laſt Will and Teſtament in Writing duly executed, bearing Date the tenth Day of *May* in the Year of our Lord *Chriſt* 1712. whereby I have (among other Things therein mentioned) given and deviſed all my Lands, Tenements and Hereditaments in the County of *Cornwall*, (charged with the Annuity or yearly Rent of 20*l.* therein mentioned) and alſo all the Meſſuages, Farms, Lands, Tenements and Hereditaments therein before reſpectively deviſed from and after the Determination of the ſeveral and reſpective Eſtates therein before reſpectively limited; and alſo all and every other my Manors, Lordſhips, Meſſuages, Lands, Tenements and Hereditaments in the ſaid Counties of *Bucks* and *Cornwall*, or either of them, unto the Right Reverend Father in God *Henry*, Lord Biſhop of *London*, *Edward Ewell* of the *Inner Temple*, *London*, Eſq; and *Francis Froſt* of *Froſt-Hall* in the Pariſh of *Froſtham* in the ſaid County of *Bucks*, Eſq; and to their Heirs and Aſſigns, to the Uſe of them the ſaid Lord Biſhop of *London*, *Edward Ewell* and *Francis Froſt*, their Heirs and Aſſigns for ever; upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as therein after mentioned of and concerning the ſame; and did thereby make and appoint the ſaid Lord Biſhop of *London*, *Edward Ewell* and *Francis Froſt*, Executors of my ſaid Will. And whereas upon the firſt Writing of the ſaid Will, the Name of a fourth Truſtee and Executor was inſerted therein, (together with the ſaid three others) but afterwards, by my Direction, the Name of the ſaid fourth Truſtee and Executor was raſed out before the Publiſhing and Executing thereof. And whereas ſince the Making and Executing my ſaid Will, I have bought and purchaſed certain Lands and Tenements in or near *Froſtham* aforeſaid of *Peter Proud* and his Brothers and Siſters, and their Truſtees, or ſome of them. And whereas I am minded to add a fourth Truſtee and Executor to the ſaid other three Truſtees and Executors. Now therefore I do, by this my Codicil annexed to my ſaid Will, give and deviſe All and every my Manors, Meſſuages, Lands, Tenements and Hereditaments in the ſaid Counties of *Bucks* and *Cornwall*, or either of them, ſo given and deviſed by my ſaid Will to the ſaid Lord Biſhop of *London*, *Edward Ewell* and *Francis Froſt*, their Heirs and Aſſigns, as aforeſaid; and alſo the ſaid Lands and Tenements ſo by me purchaſed of the ſaid *Peter Proud*, his Brothers and Siſters and their Truſtees, or ſome of them, as aforeſaid, unto the ſaid Lord Biſhop of *London*, *Edward Ewell*, *Francis Froſt* and Sir *George Gill* of *Gill-Hall* in the County of *Middleſex*, Bart. their Heirs and Aſſigns for ever, to the Uſe of them the ſaid Lord Biſhop of *London*, *Edward Ewell*, *Francis Froſt* and Sir *George Gill*, and of their Heirs and Aſſigns for ever; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as in and by my ſaid Will are mentioned, expreſſed and declared of and concerning the ſaid Manors, Meſſuages, Lands, Tenements and Premiſſes ſo deviſed to my ſaid three firſt named Truſtees, their Adminiſtrators and Aſſigns, by my ſaid Will as aforeſaid. And I do hereby make, conſtitute and appoint the ſaid Sir *George Gill*, together with my ſaid three other Executors in my ſaid Will named, Executor of my ſaid Will. *Item*, I give to [*Here many Legacies*] And I do hereby declare, that *Jane* and *Mary* are advanced by me in Marriage, with Portions equal, or exceeding the Legacies thereby to them reſpectively given, whereby the Legacies thereby given them are ceaſed and determined; and I do hereby declare the ſame, and of every of them ſo to be accordingly. And I do hereby ratify and confirm all and every the Gifts, Deviſes and Bequeſts in and by my ſaid Will made or given, not hereby altered or ſince determined by the Death of any of the Legatees therein named, or otherwiſe. And I do hereby declare this Writing to be a Codicil to my ſaid Will, and to be accepted and taken as Part thereof,

as

as fully and effectually to all Intents and Purpoſes as if the ſame had been actually inſerted therein. In Witneſs whereof I the ſaid Sir *Adam Auſtin* have hereunto ſet my Hand and Seal this ninth Day of *May* in the Year of our Lord *Chriſt* 1714.

This Writing was Signed and Sealed by the above named Sir Adam Auſtin, *and by him publiſhed and declared as a Codicil to be annexed to his laſt Will and Teſtament, in the Preſence of us who have hereunder ſubſcribed our Names as Witneſſes thereto, in the Preſence of the ſaid Sir* Adam Auſtin.

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